

# COMMISSION INFORMATION MEMORANDUM

VOL. 29 NO. 30

September 27, 2007

## **ADMINISTRATIVE BRIEF FROM JOHN HIGHKIN**

### ***The Big Ideas Update***

Since January, Salina Arts and Humanities Commission (SAHC) has worked with facilitator Diane L. Mataraza on cultural assessment, *The Big Ideas*, of Salina and Saline County. With the charge to “better connect arts, culture and heritage with the people who live here,” the assessment asks these questions: What exists today in our arts, culture and humanities delivery system? Who is being reached with current programming, and who is not? How can we get more residents engaged in arts, culture and humanities? What will it take to make the arts, culture and humanities delivery system more effective in meeting current and future needs of Salinans? How can we better integrate cultural development with important community agendas: economic development, community livability, tourism, neighborhood development and quality of life? What can we do to help SAHC and the entire cultural sector to be more successful at addressing long-term needs?

### ***Surveys and Forums***

Between February and May, Ms. Mataraza and SAHC conducted 69 forums with 832 Salinans, received data records of Salina’s eight largest cultural institutions (33,553 people in databases), garnered data from 13 cultural organizations and 18 non-arts groups which provide cultural offerings to our residents; conducted a public opinion survey at Wal-Mart, in City offices and on-line, receiving 1,177 surveys; and had 177 responses to an on-line artist-specific survey. All in all, according to Ms. Mataraza, this is a remarkable response and shows a high level of interest in arts, culture and heritage.

On September 20<sup>th</sup>, Ms. Mataraza presented her findings to the public, including *The Big Ideas* Steering Committee, at Kansas Wesleyan University, an event covered in the *Salina Journal* and on KSAL Link and Community Access Television.

### ***Major Findings – Supply and Demand Side Views***

*Supply Side.* Arts, culture and heritage inventory is abundant for a community of our size. The reach of cultural organizations into Saline County households is high (53% of 22,678); if we include the Library, the reach expands to 84%! Regional household reach is also high – 12% (and 25% when the Library is included).

*Demand Side.* From public opinion surveying, Ms. Mataraza and her team found that demand is somewhat lower than she has seen in other communities, with 74% agreeing with the statement that “all should have opportunities to participate in creative endeavors,” and 52% saying, “arts & culture are important to me.” Further data quantifies areas of quality of offerings, availability of information and overall awareness of Salina arts and culture offerings. This disparity shows an opportunity for growth in reaching Salina citizens, covered in one of the four areas of discussion and subsequent recommendation which Ms. Mataraza has identified.

*10 Strongest Areas of Public Opinion.* From response to the surveys, Ms. Mataraza and her team found the following results: 74% “Residents of all ages should have the opportunity to participate in creative endeavors”; 70% “It is important to preserve and celebrate our history”; 68% “Arts education in our schools is important to Salina”; 60% “I want young people in Salina to have art in their lives”; 58% “More family-oriented arts and cultural programs in Salina are a good idea”; 53% “Art and culture are important to me”; 52% “Salina needs more affordable arts and culture for residents to enjoy”; 51% “Art and culture are important to our quality of life in Salina”; 50% “A vibrant arts district in downtown Salina is important”; 48% “Fixing up abandoned grain elevators and warehouses to preserve and commemorate an important part of Salina’s history is a good idea”.

*Other Areas of Response.* It is important to note that citizens value tremendously the Smoky Hill River Festival and feel much ownership in the event for a wide variety of reasons. The survey shows that we have a lot of work to do in community aesthetics, with perceptions about streets, neighborhoods, and gateways given low marks. As she said last Thursday, public art “continues to be a lightning rod” for public sentiment. The public opinion survey shows more support for the goals of the public art program (34% very much know/care/like the program) than for the installed works (18%); there is much middle ground in both of these categories, which shows room for growth.

#### ***Four Areas of Discussion.***

Ms. Mataraza will take all of this information and make recommendations for action in four major areas:

1. Economic Development/Downtown Revitalization
2. Increase Access & Relevance
3. Improve the Built Environment
4. Fortify & Unify the Cultural Sector (artists, arts, history, other cultural providers)

The next step for *The Big Ideas* will be a series of reviewing sessions from October 22<sup>nd</sup> through the 24<sup>th</sup>. At these public meetings, Ms. Mataraza will gather response to specifically identified action/programming recommendations for SAHC and the cultural sector. She will then take this information and send a draft strategic plan in early December for review by staff and other stakeholders. The next draft will be brought to the City Commission for discussion in early January 2008, with a final strategic plan proposed for Commission action in late January.

This is exciting, amazing stuff, remarkable in that we have a much more clear sense of what citizens perceive about the arts, culture and heritage providers and better know what organizations and artists need from SAHC. We thank the City Commission, City staff and Salina Arts and Humanities Commissioners for supporting this major undertaking. We are far along in the process, but have a lot further to go!

**MONDAY'S MEETING**

Enclosed are other items on the agenda. If any Commissioner has questions or cannot attend the meeting, please contact me.

Jason A. Gage  
City Manager



## **MEETING NOTICE**

**The Land Institute will hold their annual Prairie Festival 2007 Friday, September 28<sup>th</sup> through Sunday, September 30<sup>th</sup>. City Commissioners are invited and some may attend some of these events. No City business will be discussed.**

**The Central Kansas Foundation is celebrating their 40<sup>th</sup> Anniversary with an annual Recovery Month Barbeque on Friday, September 21<sup>st</sup> at Jerry Ivey Park. The event will be from 6:00-8:00 p.m. with proceeds donated to the Salina Area United Way. The City Commissioners are invited to attend and some may be present. No City business will be discussed.**

**The League of Kansas Municipalities Annual Conference is scheduled to meet October 6-9, 2007 in Overland Park, Kansas at the Overland Park Convention Center. Some Commissioners may attend.**

**The League of Women Voters will sponsor a "Lunch and Learn" entitled "Let's Talk With Our City Commissioners." This will be held at the Salina Public Library Prescott Room Tuesday, October 9, 2007 beginning at 12:15 p.m. Bring your own lunch event.**



**SALINA CITY COMMISSION**  
**REGULAR MEETING AGENDA**  
**CITY-COUNTY BUILDING, 300 W. ASH, ROOM 107**  
**SALINA, KANSAS**  
**OCTOBER 1, 2007**  
**4:00 P.M.**

Study Session 3:00 p.m. - The City Commission will convene for a Study Session, the agenda for which is attached. Members of the public are invited to attend this informal session and discuss matters of interest with the City Commissioners during an "open forum" period from 3:45 to 4:00 p.m.

**1. CALL TO ORDER AND ROLL CALL**

**2. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

**3. CITIZEN FORUM**

**4. AWARDS AND PROCLAMATIONS**

- (4.1) The month of October 2007 as "National Breast Cancer Awareness Month" in the city of Salina. Phyll Klima, Salina Downtown Inc. Executive Director, will read the proclamation.
- (4.2) The month of October 2007 as "Month of the Young Adolescent" in the city of Salina. Shelby Dinkel and Gabe Gutierrez, students of Lakewood Middle School, will read the proclamation.
- (4.3) The week of October 7 - 13, 2007 as "Fire Prevention Week" in the city of Salina. Roger Williams, Fire Marshal, will read the proclamation.

**5. PUBLIC HEARINGS AND ITEMS SCHEDULED FOR A CERTAIN TIME**

- (5.1) Public hearing on Petition No. 4299 (filed by Bob Haworth, President of Lee Haworth Construction Company) for the vacation of an easement along Lot 11 and Lot 12, Block 1 in Cedar Ridge Addition.

**6. CONSENT AGENDA**

- (6.1) Approve the minutes of September 24, 2007.

**7. DEVELOPMENT BUSINESS**

- (7.1) Rescind approval of Ordinance No. 06-10359 rezoning property located on South Ninth Street (Application #06-14).
- (7.2) First reading Ordinance No. 07-10402 amending Chapter 33, Article III of the Salina Code pertaining to junk and junk dealers.

**8. ADMINISTRATION**

- (8.1) Second reading Ordinance No. 07-10416 providing a change in zoning district classification from C-1 to PC-2 on property addressed as 723 S. Ohio Street.
- (8.2) Award bid for landfill groundwater monitoring well installation (to GeoCore in the amount not to exceed \$19,214.20).

**CITY OF SALINA, KANSAS**

**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

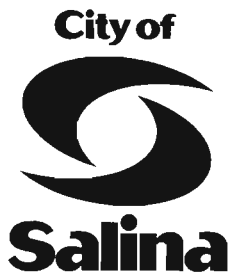
**OCTOBER 1, 2007**

**PAGE 2**

- (8.3) Approve an agreement for Water Treatment Plant Studies, Project No. 07-2666 (with Wilson & Company in the amount not to exceed \$46,475).
- (8.4) Authorization to submit the Wastewater Treatment Facility Study to the Kansas Department of Health and Environment.
- (8.5) Resolution No. 07-6437 authorizing the Mayor to execute a Special Warranty Deed to the purchaser of a galvanizing facility financed with City of Salina Industrial Revenue Bonds (A-Plus Galvanizing , Inc. , Series A and B).
- (8.6) Request for executive session (legal).

**9. OTHER BUSINESS**

**10. ADJOURNMENT**



City-County Building  
300 West Ash Street  
P.O. Box 736  
Salina, KS 67402-0736

Date: September 27, 2007

## **CITY COMMISSION STUDY SESSION**

**MEETING DATE:** Monday, October 1, 2007  
**TIME:** 3:00 p.m.  
**PLACE:** City-County Bldg., Room 107B

The following have been identified as topics of study and discussion:

3:00 p.m. – South Ninth Street (Rm. 107B)

3:45 p.m. – Citizens Open Forum

4:00 p.m. – Regular Commission Meeting (Rm. 107)

### **CITY COMMISSION**

ALAN E. JILKA, MAYOR  
LUCI LARSON  
AARON G. PECK  
R. ABNER PERNEY  
JOHN K. VANIER II

### **CITY MANAGER**

JASON A. GAGE

### **DEPUTY CITY MANAGER**

MICHAEL D. SCHRAGE

TELEPHONE • (785) 309-5700  
FACSIMILE • (785) 309-5711  
WEBSITE • [www.salina-ks.gov](http://www.salina-ks.gov)

**Information Notes:** The Salina City Commission meets from time to time in study session. These sessions may be held before or after a regular Commission meeting, or at a separate date and time. The purpose of a study session is to allow adequate time for staff reports and Commission discussion and review of specific public policies and issues. All meetings are open to the public and news media representatives. No formal action is taken at a study session, but matters reviewed at a study session may be acted on at a later formal City Commission meeting.

# ***Proclamation of The City of Salina***

**Whereas,** the month of October 2007 will be declared as Salina Breast Cancer Awareness Month; and

**Whereas,** the National Breast Cancer Awareness Month (NBCAM) educates women about the importance of early detection for breast cancer. Since NBCAM's inception, mammography use has doubled, and breast cancer death rates have declined. Still, many women do not utilize mammography at regular intervals. In recognition of the fact that mammography is the best available method of detecting breast changes that may be cancer, long before physical symptoms can be seen or felt, and that breast cancer deaths could decline further if all women age 40 and older received mammograms at regular intervals.

**So now therefore,** I, Alan E. Jilka, Mayor of the City of Salina, do hereby proclaim October as ***“National Breast Cancer Awareness Month.”*** I urge all women and their families in Salina to get the facts about mammography and to participate in Breast Cancer Awareness Month activities in Salina's historic downtown Lee District.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Salina to be affixed this 1<sup>st</sup> day of October 2007.

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Alan E. Jilka, Mayor



## *Month of the Young Adolescent*



# Proclamation

WHEREAS, the period of early adolescence (ages 10-15) is a distinct, developmental period between childhood and full adolescence; and

WHEREAS, this period has been little understood nor its importance recognized; and

WHEREAS, youth between the ages of approximately 10-15 undergo more extensive physical, mental, social, moral, and emotional changes, with the possible exception of infancy, than at any other time of life; and

WHEREAS, the attitudes and values young adolescents develop during these formative years largely determine their later behavior; and

WHEREAS, parents continue as primary models and guides, even as young adolescents give increased attention to the peer group; and

WHEREAS, the community itself is also a "classroom" in which young adolescents learn many lessons; and

WHEREAS, much valuable information and research about this important age group now exists and should be circulated;

THEREFORE, BE IT RESOLVED that October be declared the Month of the Young Adolescent in Salina, Kansas, and

BE IT FURTHER RESOLVED that all those at Lakewood Middle School with the City of Salina join the celebration by extending their knowledge about these critical years and undertaking actions that will support the healthy development of young adolescents.

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Signature

**P r o c l a m a t i o n**  
**Of**  
**The City of Salina, Kansas**

**WHEREAS** The city of Salina is committed to ensuring the safety and security of all those living in and visiting our city; and

**WHEREAS** The nonprofit National Fire Protection Association (NFPA) has documented through its research that home fires killed 3,030 people in the U.S. in 2005 - roughly eight people every day; and

**WHEREAS** Salina's firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS** Salina's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire; and

**WHEREAS** Residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS** The 2007 Fire Prevention Week theme, "It's Fire Prevention Week - Practice Your Escape Plan!", effectively serves to remind us of the simple actions we can take to stay safer from fire year-round.

**THEREFORE** I, Alan Jilka, Mayor of Salina, do hereby proclaim October 7-13, 2007 as Fire Prevention Week throughout this city and I urge all the citizens of Salina to heed the important safety messages of Fire Prevention Week 2007, and to support the public safety activities and efforts of our Salina Fire and Emergency services.

In witness whereof, I have hereunto set my hand  
and caused the Seal of the City of Salina to be  
affixed this 1<sup>st</sup> day of October 2007.

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Alan Jilka, Mayor

**CITY OF SALINA**  
REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 5	ORIGINATING DEPARTMENT:  PUBLIC WORKS	APPROVED FOR AGENDA:
ITEM NO. 1 Page 1	BY: Karlton Place	BY:

**ITEM:**

A public hearing to consider the vacation of the North fifteen feet of an existing thirty-five feet easement along the south line of Lot 11 and the east five feet of Lot 12, Block 1 in the Cedar Ridge Addition to the City of Salina, Kansas.

**BACKGROUND:**

Petition number 4299 was filed on August 31, 2007 by Bob Haworth, President of Lee Haworth Construction Co., Inc. for vacation of the north fifteen feet of the existing 35 foot easement. Please find attached a copy of the petition and vicinity map.

The purpose of the requested easement vacation was for the future owner wanting to place a swimming pool in the north portion of the current easement.

A portion of Cloud Street right-of-way was vacated with the plat of Cedar Ridge Addition. A portion of the old right-of-way was retained as drainage and utility easement.

The utility franchises have not had adequate time to investigate the impact of this petition to vacate and would like an additional two weeks to investigate.

**FISCAL NOTE:**

This action will have no fiscal impact to the City of Salina.

**RECOMMENDED ACTION:**

It is recommended that the City Commission delay action on this petition for two weeks to allow full investigation by the various utilities.

PETITION NUMBER

4299

City Clerk's Office  
Filed

'07 AUG 31 PM 2:05

TO: THE GOVERNING BODY  
City of Salina, Kansas

We, the undersigned, being residents and property owners in the  
City of Salina, Kansas, to hereby petition your honorable body for: .....

LEGAL DESCRIPTION: Lot 11 plus the East 5' (five feet) of Lot 12 Block 1 in Cedar Ridge  
Addition

ADDRESS: 2240 Pinecrest Circle

We request the north 15' (fifteen feet) of the existing 35' (thirty-five feet) of easement  
be vacated. There is no utilities in the 15' (fifteen feet). The drainage easement is  
20' (twenty feet), thus the utility easement will match the drainage easement. The electric,  
gas, cable, and phone service is located in the south 8' (eight feet) of the current  
easement. The future owner may want to place a swimming pool in the north portion of the  
current easement. The current home is under construction.

Respectfully submitted by: Lee Haworth Construction Co, Inc Bob Haworth, President

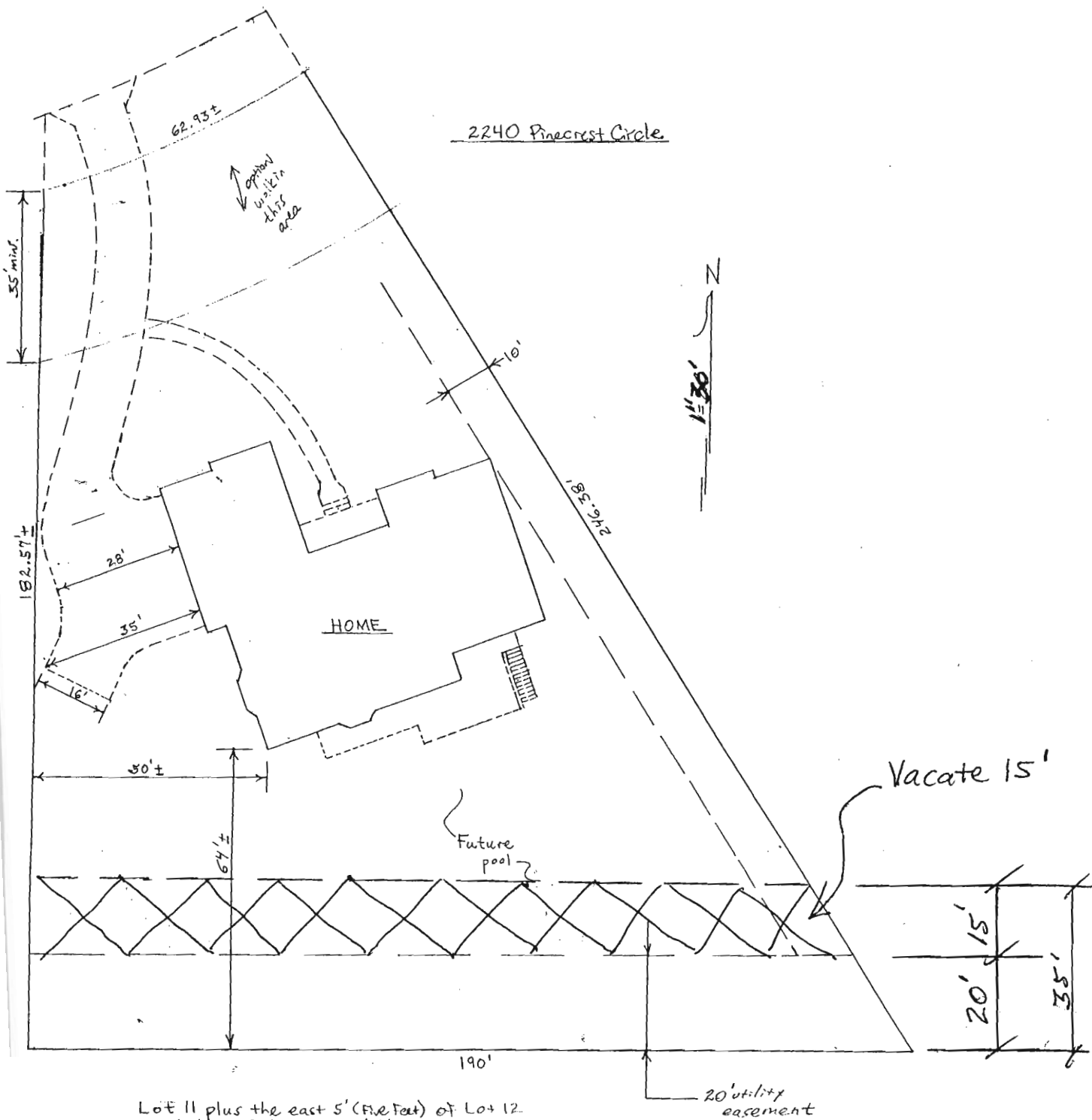
Telephone Number: 785-823-7168

NAME

ADDRESS

Lee Haworth Construction Co Inc

348 E Avenue A, Salina, KS 67401



Lot 11 plus the east 5' (Fire Exit) of Lot 12.  
Block 1 in Cedar Ridge Addition.

**CITY OF SALINA, KANSAS**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**  
**September 24, 2007**  
4:00 p.m.

The City Commission convened at 2:30 p.m. in a Study Session for a police simulator demonstration. The Regular Meeting of the Board of Commissioners was called to order at 4:00 p.m. in Room 107, City-County Building. A roll call was taken followed by the Pledge of Allegiance and a moment of silence.

There were present:

Mayor Alan E. Jilka, Chairman presiding  
Commissioner Luci Larson  
Commissioner R. Abner Perney  
Commissioner John K. Vanier II

comprising a quorum of the Board, also present:

Jason A. Gage, City Manager  
Greg Bengtson, City Attorney  
Lieu Ann Elsey, City Clerk

Absent: Commissioner Aaron Peck

**CITIZEN FORUM**

None.

**AWARDS - PROCLAMATIONS**

None.

**PUBLIC HEARINGS AND ITEMS SCHEDULED FOR A CERTAIN TIME**

None.

**CONSENT AGENDA**

- (6.1) Approve the minutes of September 17, 2007.
- (6.2) Accept the offered utility / drainage easement in Quail Meadows Estates.

07-7249 Moved by Commissioner Vanier, seconded by Commissioner Perney, to approve the consent agenda as presented. Aye: (4). Nay: (0). Motion carried.

## **DEVELOPMENT BUSINESS**

(7.1) Application #Z07-16, filed by Fred and Jackie Bailey, requesting a change in zoning district classification from C-1 (Restricted Business) to C-2 (Neighborhood Shopping) on property addressed as 723 S. Ohio Street.

(7.1a) First reading Ordinance No. 07-10416.

Dean Andrew, Director of Planning and Community Development, explained the request, C-1 and C-2 zoning districts, parking issues, and the Planning Commission's recommendation to allow Planned C-2 zoning and conditions of approval.

A discussion followed between Commissioner Vanier, Mayor Jilka, and Mr. Andrew regarding the applicant's request of C-2 zoning.

Additional discussions followed between Commissioner Larson and Mr. Andrew regarding parking and traffic flow.

Mr. Andrew then responded to Commissioner Vanier's question regarding the original request. He then responded to City Manager Jason Gage's question regarding whether or not the planned zoning was acceptable to the applicant.

07-7250 Moved by Commissioner Perney, seconded by Commissioner Vanier, to pass Ordinance No.07-10416 on first reading. Aye: (4). Nay: (0). Motion carried.

(7.2) Application #Z07-13, filed by C.R. Development, Inc., requesting a change in zoning district classification from RS (Residential Suburban) to R-1 (Single-Family Residential) on property located on the south side of East Cloud east of Parkwood Drive.

(7.2a) First reading Ordinance No. 07-10417.

Dean Andrew, Director of Planning and Community Development, explained the request, current and proposed infrastructure, and the Planning Commission's recommendation.

Mr. Andrew then responded to Mayor Jilka's question regarding drainage.

Shirley Drawbaugh, 1833 Parkwood Drive, requested the names of the individuals that made up CR Development and where the company was located. Ms. Drawbaugh continued to comment on the developer's plan on connecting the water line and she expressed concerns of the improvements going through her property.

Mr. Andrew responded to Ms. Drawbaugh's questions and explained to her that the developers would need to have easements granted to them by her and home association prior to them proceeding with the water line improvement.

A discussion followed between Mayor Jilka, Mr. Andrew, City Manager Jason Gage, and Commissioner Larson regarding the developer's proposed water line improvements, granting of easements, and platting of the property.

Mayor Jilka suggested that Ms. Drawbaugh continue to monitor the project, because the Commission was only considering the zoning aspect of it.

Janet Starks, 1360 Parkwood, commented on the need for environmentally friendly infrastructure, crowding of Stewart Elementary School, and lack of sidewalks in the area.

07-7251 Moved by Commissioner Vanier, seconded by Commissioner Perney, to pass Ordinance No.07-10417 on first reading. Aye: (4). Nay: (0). Motion carried.

### **ADMINISTRATION**

(8.1) Resolution No. 07-6436 revoking a permit for use of public property for aesthetic purposes and directing notice of removal of the improvements made pursuant to such permit.

Jason Gage, City Manager, explained the City Commission's 1995 action regarding the permit and the proposed resolution. Mr. Gage continued to explain that the Commission was under no obligation to relocate the sign; however, if the Commission would like to consider relocation of the sign, staff would suggest that the North Salina Business Association pursue suitable private property site alternatives.

Mr. Gage then responded to Commissioner Larson regarding who has been maintaining the right-of-way.

A discussion followed between Commissioner Perney, Commissioner Larson, and Mr. Gage on whether the North Salina Business Association was notified of the item appearing before the City Commission today. Mr. Gage confirmed that a member of the association was aware of it.

Mayor Jilka noted his support of adopting the resolution and directing staff to have the association first review and consider private property site alternatives in lieu of placement in City right-of-way (Alternative #1).

Commissioner Perney concurred with Mayor Jilka.

07-7252 Moved by Commissioner Perney, seconded by Commissioner Vanier, to adopt Resolution No. 07-6436 and direct Staff to have the North Salina Business Association first review and consider suitable private property site alternatives in lieu of placement in City right-of-way. Aye: (4). Nay: (0). Motion carried.

### **OTHER BUSINESS**

None.



## ADJOURNMENT

07-7253                    Moved by Commissioner Vanier, seconded by Commissioner Larson, that the Regular Meeting of the Board of Commissioners be adjourned. Aye: (4). Nay: (0). Motion carried. The meeting adjourned at 4:37 p.m.

Alan E. Jilka, Mayor

**[SEAL]**  
**ATTEST:**

Lieu Ann Elsey, CMC, City Clerk

# CITY OF SALINA

REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 7	ORIGINATING DEPARTMENT:  DEVELOPMENT SERVICES CITY PLANNING	APPROVED FOR AGENDA:  BY:
ITEM NO. 1 Page 1	BY: Dean Andrew	

## **ITEM:**

Rescind approval of Ordinance No. 06-10359 rezoning certain property on South 9<sup>th</sup> Street.

## **BACKGROUND:**

In August 2006 an application was filed requesting approval of the rezoning of a 9.23 acre tract of land located on the east side of South 9<sup>th</sup> Street south of Belmont Boulevard. This property is owned by Jack Dooley but was under contract to a potential buyer who was interested in developing this site with retail stores and possibly a restaurant. The request area is the site of the Dooley farm, commonly known as the Pumpkin Patch. Except for a house and outbuildings this 9.23 acre site is predominantly vacant and used for agricultural purposes. John Baker with Brand Growth, Inc. filed this application to rezone the entire tract from A-1 to PC-3 to allow commercial development of the site. The applicant also submitted a preliminary site plan showing conceptual dimensions and setbacks of the proposed buildings, total floor area and site coverage, proposed access drives and parking areas and proposed green space detention / retention areas on the site.

The subject property has been zoned A-1 since it first came into the city limits in 1971 but has never been platted. Sec. 42-8 of the Zoning Ordinance requires that land be subdivided in accordance with the City's subdivision regulations prior to rezoning any area to any district other than A-1.

Ordinarily there is a requirement that a preliminary plat, including a drainage study, be filed concurrently with a rezoning application. Brand Growth was attempting to purchase this property from Mr. Dooley and needed to get an indication that commercial zoning was in place in order to secure the financing to complete the purchase of the property from Mr. Dooley. Because of the delicate nature of the negotiations with Mr. Dooley, Planning staff agreed to process the rezoning application with the understanding that platting would occur once ownership had transferred to Brand Growth. The transfer did not occur and Mr. Dooley desires to retain his A-1 zoning.

## **Previous City Commission Action**

The City Commission approved an ordinance (Ordinance No. 06-10359) rezoning this property on first reading on September 25, 2006. Second reading was held in abeyance until the property was platted. The City's Subdivision Regulations allow one (1) year for this, meaning that the owner or prospective purchaser would need to file a plat for this 9.23 acre site within one (1) year or the property would revert back to its current A-1 zoning and a new application to rezone the property would have to be filed with a future plat. Since the first reading of the ordinance on September 25, 2006, one year has gone by, the anticipated closing on the sale did not occur, and no steps have been taken to plat this property for development.

# CITY OF SALINA

REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 7	ORIGINATING DEPARTMENT:  DEVELOPMENT SERVICES CITY PLANNING	APPROVED FOR AGENDA:
ITEM NO. 1 Page 2	BY: Dean Andrew	BY:

**RECOMMENDED ACTION:**

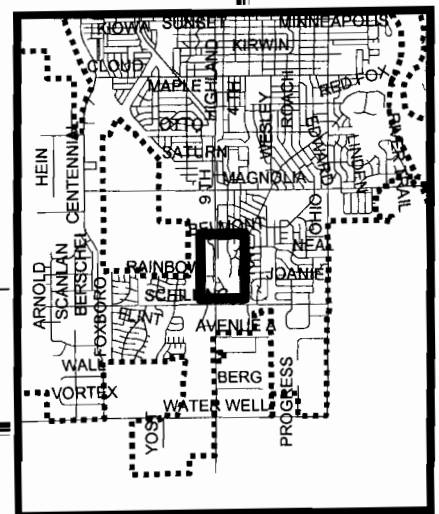
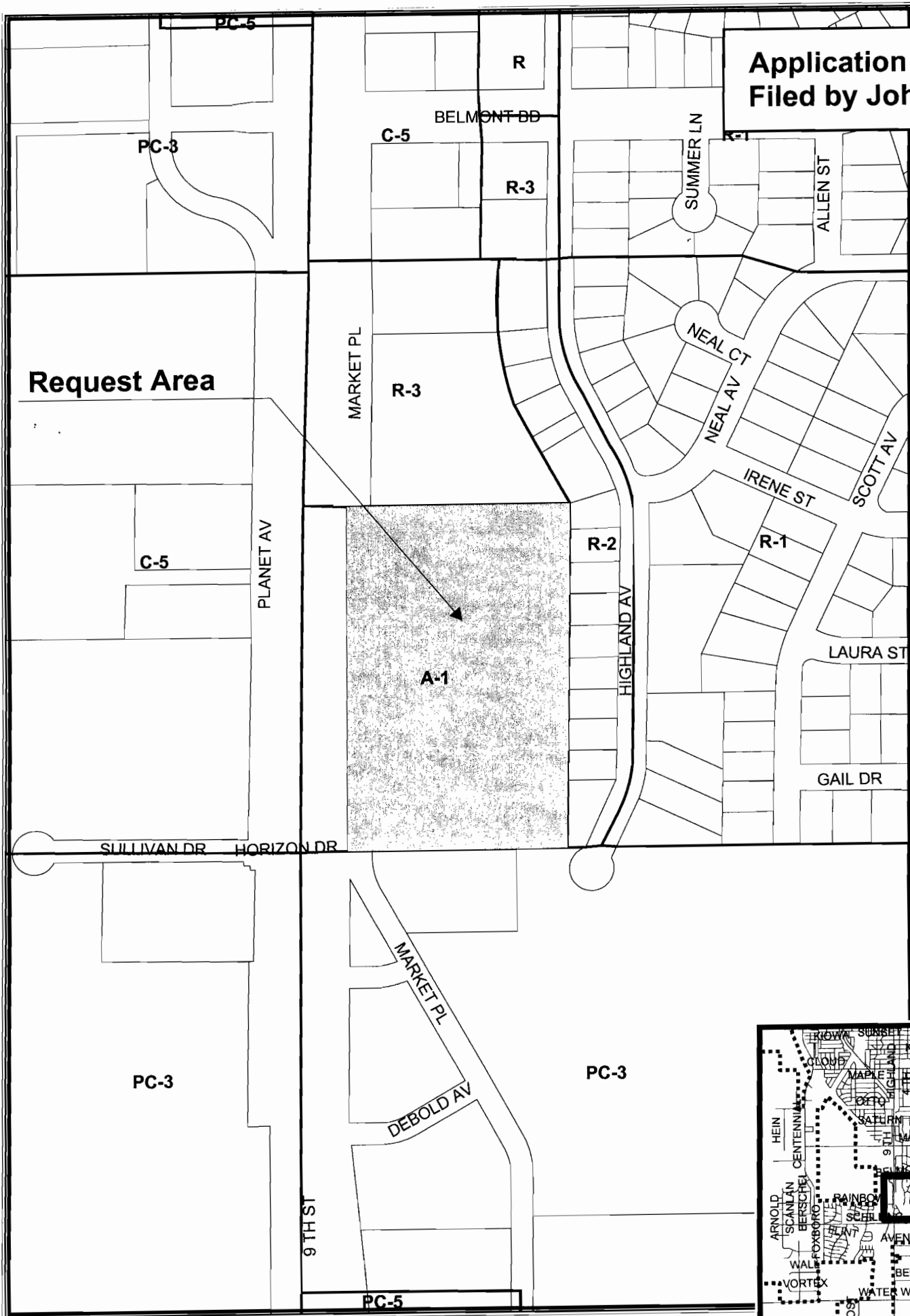
Rescind approval of Ordinance No. 06-10359

Enclosures: Vicinity Map

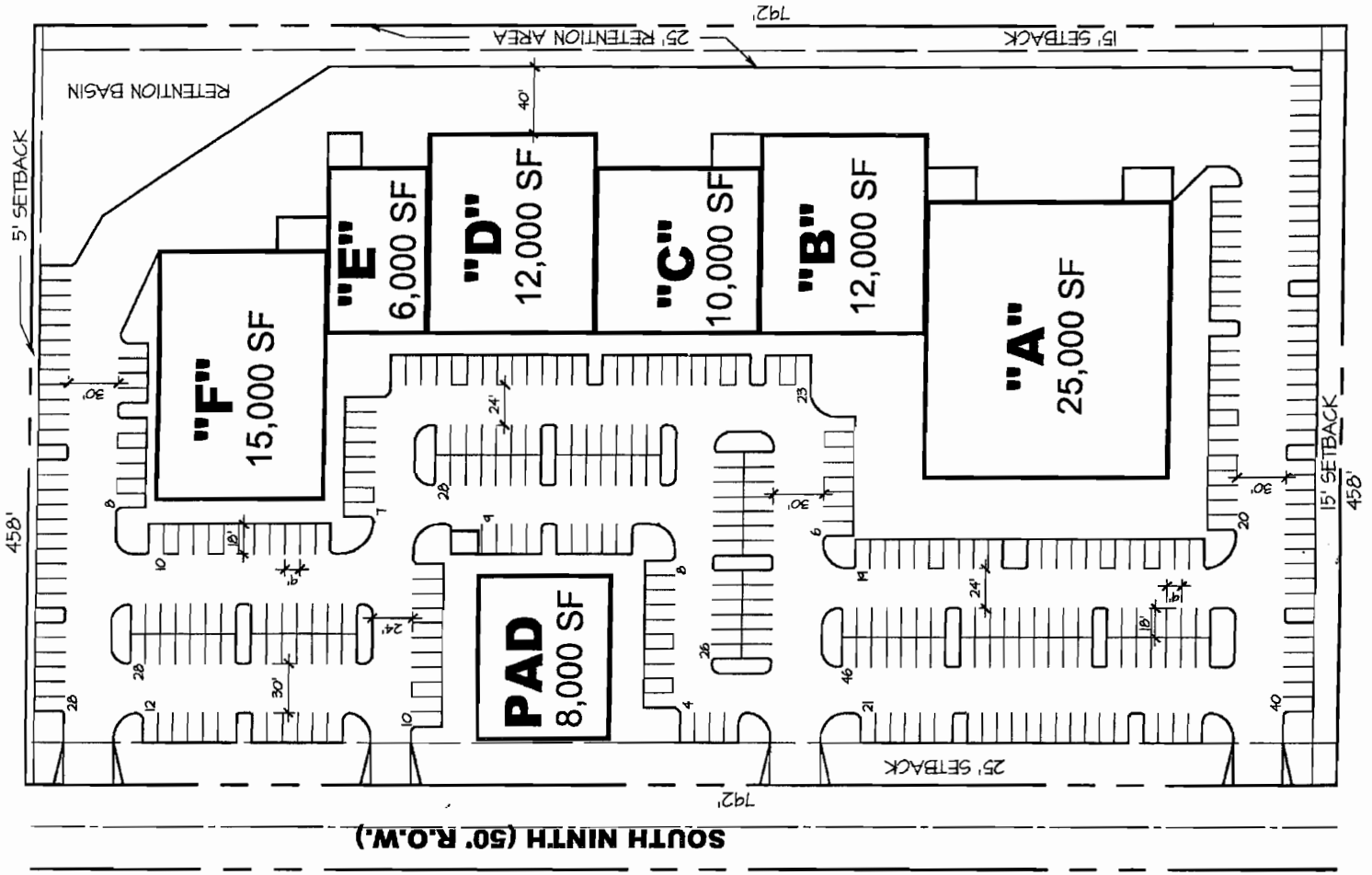
Cc: John Baker, Brand Growth, Inc.  
Bob Martin for Jack Dooley

**Application #Z06-14  
Filed by John Baker**

**Request Area**



**1 Inch = 300 Feet**



TOTAL BUILDING AREA = 88,000 SF

TOTAL PARKING PROVIDED = 353 STALLS  
= 4.0 STALLS PER 1,000 SF GROSS BUILDING AREA

SITE AREA = 362,736 SF = 8.33 ACRES

PARKING SETBACKS ASSUMED:  
STREET SIDE = 25'  
SIDE YARD (ADJ. TO RESIDENTIAL) = 15'  
SIDE YARD (COMMERCIAL) = 5'



**CITY OF SALINA**  
REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 7	ORIGINATING DEPARTMENT:  DEVELOPMENT SERVICES CITY PLANNING  BY: Dean Andrew	APPROVED FOR AGENDA:
ITEM NO. 2 Page 1		BY:

**ITEM: Ordinance No. 07-10402**

Consider an amendment to Chapter 33 Secondhand Goods, Article III. Junk and Junk Dealers.

**BACKGROUND:**

Along with the proposed amendments to the zoning regulations applicable to junkyards, staff believes that consideration should be given to revamping and strengthening the licensing requirements for junkyards and salvage yards. The attached ordinance is a complete rewrite of the Junk and Junk Dealers Section of Chapter 33 Secondhand Goods. Unlike the Conditional Use Permit requirement which applies prospectively to proposed salvage yards and salvage yard expansions, the provisions of this Chapter would apply to existing licensed operations effective January 1, 2008. The existing licensed operations are Salina Iron & Metal at 312 N. 5<sup>th</sup> Street, BFR Metals at 1500 W. State Street, Hronek Salvage Company at 146 S. Cherry and Fuller's Used Parts and Recycling at 501 East Pacific. These operations would need to be in compliance with this Chapter in order to renew their licenses.

**CONFORMANCE WITH SHARED VISION STATEMENT:**

A thorough review of existing codes and ordinances would be consistent with the following vision statement: *"The City of Salina will be attractive and well maintained. It will be evident that good housekeeping and high community standards are valued."*

**COMMISSION ACTION:**

Consideration of this item was postponed on September 17, 2007 to allow staff to make some minor modifications to the ordinance. Staff has identified the following alternatives for the City Commission's consideration:

1. Approve the proposed amendment to Article III, Junk and Junk Dealers on 1<sup>st</sup> reading as drafted.
2. Approve the proposed amendment with any additions and / or modifications to the text the Commission deems appropriate.
3. Refer this item back to staff for additional research and study.
4. Decline to approve the proposed text amendment.

**STAFF RECOMMENDATION:**

Staff believes adoption of this ordinance amendment would be consistent with the Commission's Strategic Goal of revising existing ordinances and policies to accommodate growth and development objectives and would therefore recommend Alternative #1 or #2.

Enclosures: Summary of Proposed Amendment  
Ordinance No. 07-10402

**CODE  
City of  
SALINA, KANSAS**

**Chapter 33 SECONDHAND GOODS**

**ARTICLE III. JUNK AND JUNK DEALERS\***

*\*State law references: Junk dealers, K.S.A. 50-619 et seq.*

**DIVISION 1. GENERALLY**

**Sec. 33-36. "Junk" defined.**

Junk is hereby defined, for the purposes of this article, to be old iron, lead, brass, steel, copper or other metals, wires, cables, rags or bagging, rope, rubber, bones, paper, bottles and other and similar old materials and old machinery and old automobiles or parts thereof.

*(Code 1966, § 18-1)*

*Cross references: Definitions and rules of construction generally, § 1-2.*

**Sec. 33-37. Storing junk at unlicensed location.**

It shall be unlawful to store junk at any location in the city other than one licensed as provided in this article.

*(Code 1966, § 18-12)*

**Sec. 33-38. Storage regulations.**

All places where any junk as herein defined is kept or stored, together with all junk therein, shall at all times be kept in a sanitary condition, open to the inspection of any police or sanitation officer of the city, and any junk dealer, junk buyer, automobile junk dealer, automobile junk parts dealer, or scrap metal processor shall conduct all business, service, storage, and display of goods or junk in a permanent building, or behind a fence not less than five (5) feet in height, which fence shall be at all times kept in good repair. In the event junk is kept or stored in an area within one hundred (100) feet of any residentially zoned area or within one hundred (100) feet of an arterial street, then said fence shall be designed in a manner to substantially obscure the view from said arterial street or residentially zoned area. In addition, all fences shall be landscaped by nondeciduous plantings of shrubs and/or trees for the purpose of enclosing and beautifying such place or yard and to screen the same from the public view. Except, no fencing or landscaping shall be required for any portion of property so used, which is within twenty-five (25) feet of a railroad track or tracks. Provided, that in any yard or place in which junk is kept or stored, and which was located on August 16, 1965, in any district defined by the zoning ordinance of the city as a commercial or residential district, no junk shall be kept or stored and no fence shall be erected nearer than fifty (50) feet to the line of any street or avenue upon which such yard or place abuts. This section shall take precedence over any conflicting ordinance or any conflicting provisions of any ordinance, concerning setback lines and the erection of fences.

*(Code 1966, § 18-13; Ord. No. 82-8920, § 1, 8-2-82)*

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**Sec. 33-39. Reports to police required; time articles must be kept.**

Every junk dealer or automobile junk dealer shall make a list of every article or group of articles purchased by him which list shall contain a description of the articles purchased, sufficient to identify the same, and the name of the person from whom the same were purchased and date and hour of purchase and shall furnish a true and correct copy of such list, signed by such purchaser, with the chief of police of the city, before noon of each day covering the articles purchased during the preceding day. In case of any automobile or piece of machinery bearing or which is by law required to bear a motor or serial number, such motor or serial number or both if such automobile or piece of machinery has or is required to have both, shall be shown, and if any such motor or serial number shall be defaced or erased, such fact shall be shown on such report and it shall be unlawful for any person purchasing any such article to sell the same or to remove the same from the location at which it may be stored or kept, or to tear down or remove parts therefrom, until the same has been in his possession for at least forty-eight (48) hours.  
(Code 1966, § 18-14)

**DIVISION 2. LICENSE\***

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\*Cross references: Licenses generally, Ch. 20.

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**Sec. 33-46. Required.**

It shall be unlawful for any person to carry on a business of buying, selling, collecting, trading, exchanging or otherwise dealing in junk without having first obtained a license to do so as provided in this division.

(Code 1966, § 18-2)

**Sec. 33-47. Application.**

Any person desiring a license under this division shall make application in writing to the city clerk which application shall set forth the full name of the applicant together with his residence address and if a dealer, the location at which such junk is to be kept or stored.

(Code 1966, § 18-3)

**Sec. 33-48. Submission, approval of application.**

An application for a license under this division shall be submitted to the city clerk and if the city clerk approves such application and location, he may issue such license upon payment of license fee as herein required.

(Code 1966, § 18-4)

**Sec. 33-49. Classification of licensees.**

Persons required to be licensed under this division shall be classified and defined as follows:

(1) Junk dealers: Any person or persons who engage in the city in buying, collecting, trading in, exchanging or otherwise dealing in junk as herein defined, and shipping, selling or otherwise disposing of the same in truckload or carload lots, and who conduct such business at or from any yard or place in the city where such junk, while owned or held by such person, is kept or stored; provided, that the term "junk dealer" as herein used, shall not include any person classified as an "automobile junk dealer" or as an "automobile junk parts dealer" as hereinafter defined.



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(2) Junk buyers: Any person or persons who engage in the city in buying, collecting, trading in, exchanging or otherwise dealing in junk as herein defined, and shipping, selling or otherwise disposing of the same in truckload or carload lots, but who do not have in the city any yard or place from which such business is conducted; provided, that the term "junk buyer" as herein used shall not include any person classified as an "automobile junk dealer" or as an "automobile junk parts dealer" as hereinafter defined.

(3) Junk collector: Any person or persons who engage in the city in buying, collecting, trading in, exchanging or otherwise dealing in junk as herein defined, for resale within the city, who do not have or maintain any yard or other place in the city from which such business is conducted, and who do not sell, ship or otherwise dispose of such junk outside of the city; provided, that the term "junk collector" as used herein shall not include any person classified as an "automobile junk dealer" or as an "automobile junk parts dealer" as herein defined.

(4) Paper junk dealers: Any person or persons who engage in the city in buying, selling or collecting old paper, cardboard or pasteboard boxes, rags, bagging or other similar materials, or bailing the same at any place in the city.

(5) Automobile junk dealers: Any person or persons who engage in the city in the business of buying, selling, storing, exchanging, trading or otherwise dealing in old automobiles or parts thereof for the purpose of wrecking, dismantling or junking such old automobiles or parts thereof, except old batteries, old tires or other old automobile parts which are purchased separately from the automobiles from which they were removed, or dealing in old automobiles for any purpose other than as vehicles, and who conduct such business at or from any place in the city where any such old automobiles or parts thereof are wrecked, dismantled, junked, kept or stored; provided, that this section shall not apply to regular dealers in new or secondhand automobiles, who may as an incident to their regular business engage in selling or dealing in old automobiles.

(6) Automobile junk parts dealers: Any person or persons who engage in the city in the business of buying, selling, storing, exchanging, trading or otherwise dealing in old automobiles or parts thereof, except old batteries, old tires or other old automobile parts which are purchased separately from the automobiles from which they were removed, or dealing in old automobiles for any purpose other than for use as vehicles, who do not engage in the business of wrecking, dismantling, junking or storing such old automobiles or parts thereof within the city, but who engage in the business of selling parts from such wrecked, dismantled or junked automobiles at or from any store, yard or other place in the city.

(7) Scrap metal processor: Any person or persons who engage in the city in the business of buying, selling, storing, exchanging, trading or otherwise dealing in scrap metal.

(Code 1966, § 18-5; Ord. No. 82-8919, § 1, 8-2-82)

Sec. 33-50. Fees.

The fees for licenses required by this division shall be as prescribed in section 2-2.

(Code 1966, § 18-6)

Sec. 33-51. Scope of licenses.

Any person who pays a license fee for a license classification as herein provided, shall, without paying any additional license, be entitled to engage in any other business as provided for in this article for which the same or a lesser fee is provided for herein.

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(Code 1966, § 18-7)

Sec. 33-52. Collector's license required for each vehicle.

A junk collector's license as provided for herein shall be required for each wagon or vehicle used for the collection of junk.

(Code 1966, § 18-9)

Sec. 33-53. Additional licenses for separate places of business.

No junk dealer, junk buyer, automobile junk dealer or automobile junk parts dealer shall operate more than one yard or place of business under one license, but shall secure an additional license for each yard or place of business operated by him; provided, that no license shall be required of any such dealer for the operation of a separate store, or place of business where individual parts taken from any junk automobile are sold as parts and not as junk.

(Code 1966, § 18-10)

Sec. 33-54. Suspension, revocation.

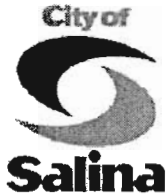
Any license issued under this division may be revoked by the board of commissioners upon conviction of the licensee or any agent, employee or officer of any licensee of the violation of any provisions of this article, or of any ordinance or law relating to the purchase or possession of stolen property, and may be suspended pending the hearing of any such charge prior to conviction.

(Code 1966, § 18-11)

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(q) "New vehicle dealer" means every person actively engaged in the business of buying, selling or exchanging new motor vehicles, travel trailers, trailers or vehicles and who holds a dealer's contract therefor from a manufacturer or distributor and who has an established place of business in this state.

(r) "Used vehicle dealer" means every person actively engaged in the business of buying, selling or exchanging used vehicles, and having an established place of business in this state and who does not hold a dealer's contract for the sale of new motor vehicles, travel trailers, trailers or vehicles.



## **Chapter 33 Secondhand Goods (Proposed)**

### **Article III. Junkyards, Salvage Yards, Scrap Metal Processing and Wrecking Yards**

#### **SECTION 33-36 – DEFINITIONS**

“Junkyard” is an area of land, with or without buildings, used for or occupied by a deposit, collection or storage, outside a completely enclosed building of used or discarded materials such as scrap metal, machinery, equipment, tires, vehicles or parts thereof with or without the dismantling, processing, recycling, salvage, sale or other use or disposition thereof. Where such materials are a byproduct of an established permitted use on the property, such activity shall be considered outdoor storage.

“Salvage yard” is an area of land, with or without buildings, used for storing, crushing, dismantling, shredding, compressing or salvaging discarded machinery, equipment or two or more unlicensed inoperable vehicles.

“Scrap metal processor” is a business engaged in the buying, selling, storing, exchanging, processing, trading or otherwise dealing in scrap metal.

“Wrecking yard” (auto salvage yard, automobile graveyard) is any area of land, with or without buildings, upon which two or more motor vehicles of any kind which are inoperable and / or unlicensed are stored for the purpose of collecting, crushing, dismantling or salvaging vehicles or parts thereof for recycling or resale.

#### **SECTION 33-37 – ANNUAL LICENSE REQUIRED; APPLICATION**

No person shall engage in the business of operating a junkyard, salvage yard, scrap metal processing or wrecking yard operation unless and until such person shall have first obtained an annual license therefore as provided for herein – Any person desiring to engage in the business of operating a junkyard, salvage yard, scrap metal processing or wrecking yard business shall make application for such license on forms furnished by the City Clerk, which shall contain the following information:

1. The name and address of applicant, and in the event applicant is a partnership, the names and addresses of all partners, and in the event the applicant is a corporation or limited liability company, the names and addresses of all officers of such corporation or company.

2. The exact address and property description of the premises in Salina where the business is to be carried on, together with a diagram of the premises showing with exactness the location of abutting roads, property lines, buildings and uses, the boundaries of the area where the operation will be conducted and the location, materials and design of all buildings to be used in the licensed business, including structures required hereunder.
3. Such other information as may be required by City staff to determine compliance with city ordinances.

### **SECTION 33-38– SITE INVESTIGATION**

Upon receipt of an application for a license to engage in the business of operating a junkyard, salvage yard, scrap metal processing or wrecking yard business, or to renew an existing license, the City Clerk shall notify the chief of police, the building official, zoning administrator, health sanitation inspector, and the fire chief; and such license shall be issued only after:

1. The applicant has obtained from the zoning administrator a certificate to the effect that the site currently being used or proposed to be used as a junkyard, salvage yard, scrap metal processing or wrecking yard business conforms with all zoning requirements.
2. The building official shall have found that any proposed or existing buildings or equipment with which the business is being or is to be operated conform to the requirements of the building code and other applicable codes and the requirements of this chapter.
3. The health sanitation inspector shall have found that the proposed or existing premises and equipment to be used in the business operation conform to the requirements of this article and all applicable health laws.
4. The fire chief shall have found that the proposed or existing premises and equipment conform to the requirements of this chapter and all applicable provisions of the fire code.

### **SECTION 33-39– ISSUANCE OF LICENSE**

If all of the findings required in Section 33-38 are favorable to the applicant, the City Clerk shall, within thirty (30) days after the filing of the application, notify the applicant that the application has been approved and that a license to operate a junkyard, salvage yard, scrap metal processing or wrecking yard business in the city shall be issued upon payment of the prescribed license fee. If any of the findings provided for in said section are unfavorable to the applicant, the City Clerk shall, within thirty (30) days after the filing of the application, notify the applicant that the application is disapproved and that no license will be issued. Upon request, the City Clerk shall furnish the

applicant with a brief written statement of the grounds upon which the application was disapproved.

#### **SECTION 33-40 – FEES**

Application and license renewal fees shall be paid to the City Clerk. All fees shall be as prescribed in Section 2-2.

#### **SECTION 33-41 – TRANSFER; FORM; TERM OF LICENSE**

A license issued under this article shall not be transferred or assigned or used by any person other than the one to whom it is issued, unless application for such transfer is made to the City Clerk, and thereafter approved and authorized by the chief of police. If, after investigation, the chief of police finds the transferee qualified to engage in the business of a junkyard, salvage yard, scrap metal processing or wrecking yard business, the same as if such transferee were an original applicant hereunder, the chief of police may authorize transfer or assignment of an existing license to a new licensee at no fee for the remainder of the time the original license stays in effect.

The license shall not be used in any location other than the one described in the application upon which it was issued, and shall state on its face the following: *"This license applies only to the premises indicated herein and authorizes the licensee to operate a junkyard, salvage yard, scrap metal processing or wrecking yard business in a lawful place and manner only; it is not a substitute for any certificate of occupancy, building permit, or other certificate or permit that might be required by law of the licensee, and it does not relieve the licensee of the responsibility to have all such required permits or certificates at all times and comply with all laws affecting the above described premises."*

Said license shall further state on its face the date of its issuance and the date of its expiration, which shall be December 31 of the calendar year the license was issued.

#### **SECTION 33-42 – GENERAL OPERATING REQUIREMENTS**

The following regulations shall apply to all junkyard, salvage yard, scrap metal processing and wrecking yard operations in the city, and it shall be unlawful to operate such business in any manner not in accordance with the terms contained herein:

1. The license issued pursuant to this chapter shall be plainly displayed on the business premises.
2. The junkyard, salvage yard, scrap metal processing or wrecking yard business, together with all things kept therein, shall at times be maintained in a sanitary condition.
3. No space not covered by the license shall be used in the junkyard, salvage yard, scrap metal processing or wrecking yard's business operation.
4. No water shall be allowed to stand in any place on the premises in such manner as

to afford a breeding place for mosquitoes.

5. Weeds and vegetation on the premises, other than trees, shall be kept at a height of not more than twelve (12) inches.
6. No garbage or other waste liable to give off a foul odor or attract vermin shall be kept on the premises; nor shall any refuse of any kind be kept on the premises, unless such refuse is salvageable parts and in use in the license to business.
7. No junk, parts or salvage shall be allowed to rest upon or protrude over any public street, sidewalk, or curb, or become scattered or blown off the business premises.
8. The premises where the operation is conducted shall be enclosed, except for entrances and exits, by means of a nontransparent fence, wall or berm of a minimum height of eight (8) feet measured from ground level. A chain link fence with slats shall not be considered a nontransparent fence for screening purposes. In lieu of a solid wall or fence, chain link fencing may be installed if used in conjunction with a densely planted vegetative screen. Entrances and exits shall have nontransparent gates which shall be closed when the business is not in operation. Required fencing and screening shall be maintained and kept in good repair at all times.
9. No screening fence or wall may be located within a required front yard setback area along a public street or highway. Galvanized metal or sheet metal panels may not be used in screening fences that face a public street or highway.
10. No inoperable vehicles or parts thereof or other salvage material shall be displayed or stored outside the fence enclosure in a required front yard or in any manner designed to attract customers or the general public from any public street or highway.
11. Vehicle crushing shall be permitted, however, vehicles and other salvage material may be stacked no higher than the height of the required screening fence.
12. No storage or stacking of vehicles or other salvage materials shall be permitted in required parking spaces, driving aisles or fire lanes as determined by the fire chief.
13. All driveways and internal driving aisles shall be surfaced with crushed stone, gravel or other all weather material. All driving and maneuvering areas shall be properly maintained and kept free of potholes, weeds, dust, trash and debris.
14. Combustible materials of any kind not necessary or beneficial to the licensed business shall not be kept on the premises; nor shall the premises be allowed to become a fire hazard.
15. No junkyard, salvage yard, scrap metal processing or wrecking yard operator licensed hereunder, or the agent or employee of the licensee, shall purchase or receive any merchandise from any person under the age of eighteen (18) years

without the written consent of a parent or guardian of such person. Such writing shall be held available for inspection by the representative of the city for a period of at least six (6) months.

16. It shall be unlawful for any person, either owner, tenant, or employee, to commit such acts as listed below:
  - a. Discharge or deposit, upon any public or private property, any industrial, chemical, hazardous, or other regulated waste. All such material shall be disposed of at a state or federally approved disposal site.
  - b. Permit crankcase or radiator drainage, vehicle engine wash or other oils, greases, vehicle fuels or like material to be discharged or deposited on to any area within the city.
  - c. Discharge into a private sewage facility any industrial or chemical waste that could have a biotoxic effect upon the facility.
  - d. Dump grass clippings, leaves, or any debris in to a curb, gutter, storm inlet, storm drain, or watercourse.
  - e. Cause a discharge that constitutes a hazard to humans or wildlife, or causes a violation of the federal Clean Water Act.
17. Any person who commits a prohibited discharge under this section shall be responsible for any cost incurred in the containment and mitigation of the prohibited discharge. This shall include any cost incurred by the city, which may include, but is not limited to, chemical analysis, manpower and equipment.
18. All discharges from vehicle part washing operations shall be trapped and placed in the sanitary sewer in accordance with city plumbing codes.
19. All facilities covered by this section shall be in compliance with all federal and state stormwater discharge permitting and management regulations.
20. Floodway boundaries for the property, shall be specifically marked with monument or other permanent structures acceptable to the city for ease in determining on the ground where the floodway is located.
21. The storage of vehicles, either operable, inoperable, or junked, and vehicle parts and / or the storage of hazardous materials, hazardous waste, or other regulated chemicals or materials shall be prohibited in the floodway.
22. No junkyard, salvage yard, scrap metal processing or wrecking yard business premises shall be allowed to become a nuisance public or private, nor shall any such business premises be operated in such manner as to become injurious to the health, safety or welfare of the community or of any residents or businesses in the vicinity.

23. The licensee shall permit inspection of the business premises by any representative of the city at any reasonable time.
24. A person who violates any provisions of this section is guilty of a misdemeanor and, upon conviction, is punishable by a fine of two hundred dollars (\$200) for each act of violation and for each day of violation.

### **SECTION 33-43 – CAUSES FOR SUSPENSION AND REVOCATION**

The city manager may place on probationary status, suspend or revoke the license of any junkyard, salvage yard, scrap metal processing or wrecking yard business at any time upon a finding, after a report by the fire chief, the health sanitation inspector, zoning administrator, building official, or chief of police that:

1. The junkyard, salvage yard, scrap metal processing or wrecking yard business or any agent or officer of such who takes part in the operation of the licensed business or is not capable of operating the licensed business or carrying on the licensed activity in a manner consistent with applicable laws the public's health, safety and good morals, or has been convicted of any crime involving moral turpitude;
2. The junkyard, salvage yard, scrap metal processing or wrecking business has failed to comply with the provisions of this chapter of any provisions of the national, state or local laws or ordinances applicable to the premises, equipment or operation of the licenses business;
3. The licensee has obtained such license through any fraud or misstatement;
4. The licensed business or activity is being conducted in a manner detrimental to the health, safety or general welfare of the public, or is a nuisance, or is being operated or carried on in any unlawful manner; or
5. The licensed business or activity is no longer being carried on or operated.

### **SECTION 33-44 – HEARING ON DENIAL, SUSPENSION OR REVOCATION OF LICENSE**

Any person aggrieved by the order of any administrative official authorized to act hereunder denying, suspending, or revoking a license for a proposed or existing business or activity subject to the provisions of this chapter, or recommending that a license be placed on probationary status, may file a written request for a administrative hearing before the city manager within ten (10) days after the issuance of such order. The city manager shall give notice of the hearing to other persons directly interested in the order in question. At such hearing, the city manager shall determine whether the denial, suspension or revocation of the license or probationary status of the licensee was in accordance with the provisions of this chapter and shall issue a written decision



regarding the status of the license. This written decision shall be filed with the city clerk and served by the city manager upon all parties appearing or represented at said hearing. The city attorney shall furnish such assistance and advice to the city manager as the city manager shall request.

#### **SECTION 33-45 – APPEAL**

Any probation, suspension or revocation of a license may be appealed to the board of city commissioners by filing a notice of appeal with the city clerk's office within twenty days of the date of the city manager's written decision. The appeal shall be heard by the board of city commissioners at their next regularly scheduled meeting. Any decision of the board of city commissioners shall be subject to appeal pursuant to applicable state law.

**ORDINANCE NUMBER 07-10402**

**AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 33 PERTAINING TO JUNKYARDS, SALVAGE YARDS, SCRAP METAL PROCESSING, AND WRECKING YARDS AND REPEALING EXISTING SECTIONS 33-36 THROUGH 33-54.**

**BE IT ORDAINED** by the Governing Body of the city of Salina, Kansas:

**Section 1.** That Article III of Chapter 33 of the Salina Code is hereby amended to read as follows:

**“ARTICLE III. JUNKYARDS, SALVAGE YARDS, SCRAP METAL PROCESSING AND WRECKING YARDS**

**Sec. 33-36. Definitions.**

“Junkyard” is an area of land, with or without buildings, used for or occupied by a deposit, collection or storage, outside a completely enclosed building of used or discarded materials such as scrap metal, machinery, equipment, tires, vehicles or parts thereof with or without the dismantling, processing, recycling, salvage, sale or other use or disposition thereof. Where such materials are a byproduct of an established permitted use on the property, such activity shall be considered outdoor storage.

“Salvage yard” is an area of land, with or without buildings, used for storing, crushing, dismantling, shredding, compressing or salvaging discarded machinery, equipment or two or more unlicensed inoperable vehicles.

“Scrap metal processor” is a business engaged in the buying, selling, storing, exchanging, processing, trading or otherwise dealing in scrap metal.

“Wrecking yard” (auto salvage yard, automobile graveyard) is any area of land, with or without buildings, upon which two or more motor vehicles of any kind which are inoperable and / or unlicensed are stored for the purpose of collecting, crushing, dismantling or salvaging vehicles or parts thereof for recycling or resale.

**Sec. 33-37. Annual license required; application.**

No person shall engage in the business of operating a junkyard, salvage yard, scrap metal processing or wrecking yard operation unless and until such person shall have first obtained an annual license therefore as provided for herein – Any person desiring to engage in the business of operating a junkyard, salvage yard, scrap metal processing or wrecking yard business shall make application for such license on forms furnished by the City Clerk, which shall contain the following information:

1. The name and address of applicant, and in the event applicant is a partnership, the names and addresses of all partners, and in the event the applicant is a corporation or limited liability company, the names and addresses of all officers of such corporation or company.

2. The exact address and property description of the premises in Salina where the business is to be carried on, together with a diagram of the premises showing with exactness the location of abutting roads, property lines, buildings and uses, the boundaries of the area where the operation will be conducted and the location, materials and design of all buildings to be used in the licensed business, including structures required hereunder.
3. Such other information as may be required by City staff to determine compliance with city ordinances.

**Sec. 33-38. Site investigation.**

Upon receipt of an application for a license to engage in the business of operating a junkyard, salvage yard, scrap metal processing or wrecking yard business, or to renew an existing license, the City Clerk shall notify the chief of police, the building official, zoning administrator, health sanitation inspector, and the fire chief; and such license shall be issued only after:

1. The applicant has obtained from the zoning administrator a certificate to the effect that the site currently being used or proposed to be used as a junkyard, salvage yard, scrap metal processing or wrecking yard business conforms with all zoning requirements.
2. The building official shall have found that any proposed or existing buildings or equipment with which the business is being or is to be operated conform to the requirements of the building code and other applicable codes and the requirements of this chapter.
3. The health sanitation inspector shall have found that the proposed or existing premises and equipment to be used in the business operation conform to the requirements of this article and all applicable health laws.
4. The fire chief shall have found that the proposed or existing premises and equipment conform to the requirements of this chapter and all applicable provisions of the fire code.

**Sec. 33-39. Issuance of license.**

If all of the findings required in Section 33-38 are favorable to the applicant, the City Clerk shall, within thirty (30) days after the filing of the application, notify the applicant that the application has been approved and that a license to operate a junkyard, salvage yard, scrap metal processing or wrecking yard business in the city shall be issued upon payment of the prescribed license fee. If any of the findings provided for in said section are unfavorable to the applicant, the City Clerk shall, within thirty (30) days after the filing of the application, notify the applicant that the application is disapproved and that no license will be issued. Upon request, the City Clerk shall furnish the applicant with a brief written statement of the grounds upon which the application was disapproved.

**Sec. 33-40. Fees.**

Application and license renewal fees shall be paid to the City Clerk. All fees shall be as prescribed in Section 2-2.

**Sec. 33-41. Transfer, form; term of license.**

A license issued under this article shall not be transferred or assigned or used by any person other than the one to whom it is issued, unless application for such transfer is made to the City Clerk, and thereafter approved and authorized by the chief of police. If, after investigation, the chief of police finds the transferee qualified to engage in the business of a junkyard, salvage yard, scrap metal processing or wrecking yard business, the same as if such transferee were an original applicant hereunder, the chief of police may authorize transfer or assignment of an existing license to a new licensee at no fee for the remainder of the time the original license stays in effect.

The license shall not be used in any location other than the one described in the application upon which it was issued, and shall state on its face the following: *“This license applies only to the premises indicated herein and authorizes the licensee to operate a junkyard, salvage yard, scrap metal processing or wrecking yard business in a lawful place and manner only; it is not a substitute for any certificate of occupancy, building permit, or other certificate or permit that might be required by law of the licensee, and it does not relieve the licensee of the responsibility to have all such required permits or certificates at all times and comply with all laws affecting the above described premises.”*

Said license shall further state on its face the date of its issuance and the date of its expiration, which shall be December 31 of the calendar year the license was issued.

**Sec. 33-42. General operating requirements.**

The following regulations shall apply to all junkyard, salvage yard, scrap metal processing and wrecking yard operations in the city, and it shall be unlawful to operate such business in any manner not in accordance with the terms contained herein:

1. The license issued pursuant to this chapter shall be plainly displayed on the business premises.
2. The junkyard, salvage yard, scrap metal processing or wrecking yard business, together with all things kept therein, shall at times be maintained in a sanitary condition.
3. No space not covered by the license shall be used in the junkyard, salvage yard, scrap metal processing or wrecking yard’s business operation.
4. No water shall be allowed to stand in any place on the premises in such manner as to afford a breeding place for mosquitoes.

5. Weeds and vegetation on the premises, other than trees, shall be kept at a height of not more than twelve (12) inches.
6. No garbage or other waste liable to give off a foul odor or attract vermin shall be kept on the premises; nor shall any refuse of any kind be kept on the premises, unless such refuse is salvageable parts and in use in the license to business.
7. No junk, parts or salvage shall be allowed to rest upon or protrude over any public street, sidewalk, or curb, or become scattered or blown off the business premises.
8. The premises where the operation is conducted shall be enclosed, except for entrances and exits, by means of a nontransparent fence, wall or berm of a minimum height of eight (8) feet measured from ground level. A chain link fence with slats shall not be considered a nontransparent fence for screening purposes. In lieu of a solid wall or fence, chain link fencing may be installed if used in conjunction with a densely planted vegetative screen. Entrances and exits shall have nontransparent gates which shall be closed when the business is not in operation. Required fencing and screening shall be maintained and kept in good repair at all times.
9. No screening fence or wall may be located within a required front yard setback area along a public street or highway. Galvanized metal or sheet metal panels may not be used in screening fences that face a public street or highway.
10. No inoperable vehicles or parts thereof or other salvage material shall be displayed or stored outside the fence enclosure in a required front yard or in any manner designed to attract customers or the general public from any public street or highway.
11. Vehicle crushing shall be permitted, however, vehicles and other salvage material may be stacked no higher than the height of the required screening fence.
12. No storage or stacking of vehicles or other salvage materials shall be permitted in required parking spaces, driving aisles or fire lanes as determined by the fire chief.
13. All driveways and internal driving aisles shall be surfaced with crushed stone, gravel or other all weather material. All driving and maneuvering areas shall be properly maintained and kept free of potholes, weeds, dust, trash and debris.
14. Combustible materials of any kind not necessary or beneficial to the licensed business shall not be kept on the premises; nor shall the premises be allowed to become a fire hazard.

15. No junkyard, salvage yard, scrap metal processing or wrecking yard operator licensed hereunder, or the agent or employee of the licensee, shall purchase or receive any merchandise from any person under the age of eighteen (18) years without the written consent of a parent or guardian of such person. Such writing shall be held available for inspection by the representative of the city for a period of at least six (6) months.
16. It shall be unlawful for any person, either owner, tenant, or employee, to commit such acts as listed below:
  - a. Discharge or deposit, upon any public or private property, any industrial, chemical, hazardous, or other regulated waste. All such material shall be disposed of at a state or federally approved disposal site.
  - b. Permit crankcase or radiator drainage, vehicle engine wash or other oils, greases, vehicle fuels or like material to be discharged or deposited on to any area within the city.
  - c. Discharge into a private sewage facility any industrial or chemical waste that could have a biotoxic effect upon the facility.
  - d. Dump grass clippings, leaves, or any debris in to a curb, gutter, storm inlet, storm drain, or watercourse.
  - e. Cause a discharge that constitutes a hazard to humans or wildlife, or causes a violation of the federal Clean Water Act.
17. Any person who commits a prohibited discharge under this section shall be responsible for any cost incurred in the containment and mitigation of the prohibited discharge. This shall include any cost incurred by the city, which may include, but is not limited to, chemical analysis, manpower and equipment.
18. All discharges from vehicle part washing operations shall be trapped and placed in the sanitary sewer in accordance with city plumbing codes.
19. All facilities covered by this section shall be in compliance with all federal and state stormwater discharge permitting and management regulations.
20. Floodway boundaries for the property, shall be specifically marked with monument or other permanent structures acceptable to the city for ease in determining on the ground where the floodway is located.
21. The storage of vehicles, either operable, inoperable, or junked, and vehicle parts and / or the storage of hazardous materials, hazardous waste, or other regulated chemicals or materials shall be prohibited in the floodway.
22. No junkyard, salvage yard, scrap metal processing or wrecking yard business premises shall be allowed to become a nuisance public or private, nor shall any

such business premises be operated in such manner as to become injurious to the health, safety or welfare of the community or of any residents or businesses in the vicinity.

23. The licensee shall permit inspection of the business premises by any representative of the city at any reasonable time.
24. A person who violates any provisions of this section is guilty of a misdemeanor and, upon conviction, is punishable by a fine of two hundred dollars (\$200) for each act of violation and for each day of violation.

**Sec. 33-43. Causes for suspension and revocation.**

The city manager may place on probationary status, suspend or revoke the license of any junkyard, salvage yard, scrap metal processing or wrecking yard business at any time upon a finding, after a report by the fire chief, the health sanitation inspector, zoning administrator, building official, or chief of police that:

1. The junkyard, salvage yard, scrap metal processing or wrecking yard business or any agent or officer of such who takes part in the operation of the licensed business or is not capable of operating the licensed business or carrying on the licensed activity in a manner consistent with applicable laws the public's health, safety and good morals, or has been convicted of any crime involving moral turpitude;
2. The junkyard, salvage yard, scrap metal processing or wrecking business has failed to comply with the provisions of this chapter or any provisions of the national, state or local laws or ordinances applicable to the premises, equipment or operation of the licensee's business;
3. The licensee has obtained such license through any fraud or misstatement;
4. The licensed business or activity is being conducted in a manner detrimental to the health, safety or general welfare of the public, or is a nuisance, or is being operated or carried on in any unlawful manner; or
5. The licensed business or activity is no longer being carried on or operated.

**Sec. 33-44. Hearing on denial, suspension or revocation of license.**

Any person aggrieved by the order of any administrative official authorized to act hereunder denying, suspending, or revoking a license for a proposed or existing business or activity subject to the provisions of this chapter, or recommending that a license be placed on probationary status, may file a written request for an administrative hearing before the city manager within ten (10) days after the issuance of such order. The city manager shall give notice of the hearing to other persons directly interested in the order in question. At such hearing, the city manager shall determine whether the denial, suspension or revocation of the license or probationary status of the licensee was in accordance with the provisions of this chapter and shall issue a written decision regarding the status of the license. This written

decision shall be filed with the city clerk and served by the city manager upon all parties appearing or represented at said hearing. The city attorney shall furnish such assistance and advice to the city manager as the city manager shall request.

**Sec. 33-45. Appeal.**

Any probation, suspension or revocation of a license may be appealed to the board of city commissioners by filing a notice of appeal with the city clerk's office within twenty days of the date of the city manager's written decision. The appeal shall be heard by the board of city commissioners at their next regularly scheduled meeting. Any decision of the board of city commissioners shall be subject to appeal pursuant to applicable state law.

**Secs. 33-46– 33-54. Reserved.”**

**Section 2.** That existing Sections 33-36 through 33-54 are hereby repealed.

**Section 3.** That this ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper.

Introduced: October 1, 2007  
Passed: October 15, 2007

Alan E. Jilka, Mayor

[SEAL]  
ATTEST:

Lieu Ann Elsey, CMC, City Clerk



# CITY OF SALINA

REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 8	ORIGINATING DEPARTMENT:  FINANCE & ADMINISTRATION CITY CLERK	APPROVED FOR AGENDA:
ITEM NO. 1 Page 1	BY: Lieu Ann Elsey	BY:

**ITEM: Ordinance No. 07-10416**

Second reading Ordinance No. 07-10416 providing a change in zoning district classification from C-1 (Restricted Business) to PC-2 (Planned Neighborhood Shopping) on property addressed as 723 S. Ohio Street.

**BACKGROUND:**

Ordinance No. 07-10416 passed on first reading on September 24, 2007 and since that time no comments have been received.

**RECOMMENDED ACTION:**

Adopt Ordinance No. 07-10416 on second reading.

**ORDINANCE NUMBER 07-10416**

**AN ORDINANCE PROVIDING FOR THE AMENDMENT OF ORDINANCE NUMBER 8526, THE SAME BEING CHAPTER 42 OF THE SALINA CODE, AND THE ZONING DISTRICT MAP THEREIN AND THEREBY ADOPTED AND PROVIDING FOR THE REZONING OF CERTAIN PROPERTY WITHIN THE CITY AND PRESCRIBING THE PROPER USES THEREOF.**

**WHEREAS**, all conditions precedent for the amendment of the Zoning District Map, the rezoning of certain property therein, hereinafter described have been timely complied with, **SO NOW, THEREFORE**,

**BE IT ORDAINED** by the Governing Body of the City of Salina, Kansas:

**Section 1. AMENDMENT. DISTRICT “PC-2”. PLANNED NEIGHBORHOOD SHOPPING DISTRICT.** That the Zoning District Map of the City of Salina, Kansas, duly adopted and published as a part of Ordinance Number 8526, the same being Chapter 42 of the Salina Code, be and it is hereby amended so that the following described property be rezoned as follows, to-wit:

Lot One (1), Block Five (5) in the Replat of Faith Addition to the City of Salina, Saline County, Kansas.

shall become a part of **DISTRICT “PC-2” PLANNED NEIGHBORHOOD SHOPPING.**

**Section 2. CONDITIONS OF APPROVAL.** The use of said described property shall be subject to all the conditions, restrictions and limitations as made and provided for in Ordinance Number 8526, the same being Chapter 42 of the Salina Code with reference to the NEIGHBORHOOD SHOPPING DISTRICT. Development of the property shall be subject to the preliminary plan on file with City Planning Commission and/or City Clerk and the following conditions:

1. Permitted uses on the property shall be limited to beauty shops plus other uses permitted in the C-1 district.
2. Development on the property, including signage, shall be subject to C-1 bulk regulations and use limitations.
3. A final site development plan shall be reviewed and approved by staff prior to issuance of a building permit.
4. The number of styling chairs allowed in the beauty shop shall be limited based on the number of legal parking spaces available on the site.

**Section 3.** That all prior ordinances in conflict herewith as they relate to the above described real estate are hereby repealed.

**Section 4.** That this ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper.

Introduced: September 24, 2007  
Passed: October 1, 2007

Alan E. Jilka, Mayor

[SEAL]  
ATTEST:

Lieu Ann Elsey, CMC, City Clerk

# CITY OF SALINA

## REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 8	ORIGINATING DEPARTMENT:  Public Works Department	APPROVED FOR AGENDA:
ITEM NO. 2 Page 1	BY: Michael Fraser	BY:

### **ITEM:**

Authorization to award bid for Landfill groundwater monitoring well installations.

### **BACKGROUND:**

As a result of an extensive groundwater Geoprobe investigation dating back to the summer of 2006, the City Landfill is now required by the Kansas Department of Health and Environment (KDHE) to install a series of groundwater monitoring wells. An additional five (5) two well clusters, plus one individual well are to be installed at the Salina Landfill to monitor potential downgradient plume migration contamination levels and movement. A well cluster consists of a deep well (50 ft.) and a shallow well (30 ft.).

Water-bearing zones containing volatile organic compounds (VOC) detected during the 2006 and 2007 direct-push groundwater investigations and potential migration pathways were considered when determining placement of the additional groundwater wells. These wells have also been placed to address KDHE comments in an August 10, 2007 letter.

The VOC contaminants of concern at the site include PCE; TCE; *cis*-1, 2-DCE; VC; 1,1-DCA; CT; and CFM. Contamination at the site has migrated to the southern property boundary of the landfill, and in one location just beyond, possibly due to recharge of the aquifer zones during construction of new landfill cells up gradient of the existing closed landfill area.

Our Landfill consulting engineering firm CDM, sent out and received bids on well installation on our behalf with the following results.

<b><u>Company</u></b>	<b><u>Location</u></b>	<b><u>Base Bid</u></b>	<b><u>15% Contingency</u></b>
Pratt Well Service	Pratt, Kansas	\$16,350.50	\$18,803.08
Geocore	Salina, Kansas	\$16,708.00	\$19,214.20
GS	Wichita, Kansas	\$19,725.00	\$22,683.75

CDM has calculated the bid results and Pratt Well Service is the least expensive. The next lowest bid from Geocore is \$358 higher; however, their business is much closer to the drilling site, which could aid in keeping the project on schedule if they encounter equipment problems and/or a need for additional materials. Therefore our recommendation is to award the bid to Geocore. CDM is recommending a 10-15% contingency to cover any unexpected expenses, based on the uncertainty of the drilling process and estimated well development times seems light for all three bids.

### **FISCAL NOTE:**

Sufficient funds are budgeted in the 2007 Solid Waste budget for this expense.

### **CONFORMANCE WITH THE STRATEGIC PLAN:**

Goal 3: The City will provide the highest quality of services, consistent with governing body direction available resources and staff commitment to quality.

### **COMMISSION ACTION:**

Staff recommends the award of the landfill groundwater monitoring well installation bid to GeoCore for up to \$19,214.20.

## Salina Monitoring Well Installation Estimated Cost Comparison

	Estimated Quantity	Units	Geocore Unit Rate	Estimated Cost	GSI Unit Rate	Estimated Cost	Pratt Well Service Unit Rate	Estimated Cost
Mobilization/Demobilization	1	LS	\$ 250.00	\$ 250.00	\$ 1,400.00	\$ 1,400.00	\$ 750.00	\$ 750.00
Drill rig crew per diem	5	day	////////	////////	\$ 300.00	\$ 1,500.00	\$ 270.00	\$ 1,350.00
Drilling	430	foot	\$ 12.00	\$ 5,160.00	\$ 12.50	\$ 5,375.00	\$ 10.50	\$ 4,515.00
			*logged using auger cuttings & 5' split-spoon samples		*logged using auger cuttings & 5' split-spoon samples		*logged using auger cuttings	
2" well materials	463	foot	////////	////////	////////	////////	\$ 10.00	\$ 4,630.00
	430	foot	\$ 8.50	\$ 3,655.00	\$ 11.50	\$ 4,945.00	////////	////////
Well completion w/ posts	11	each	////////	////////	\$ 275.00	\$ 3,025.00	\$ 185.00	\$ 2,035.00
Well completion (pads)	11	each	\$ 150.00	\$ 1,650.00	////////	////////	////////	////////
Guard posts, 4 per well	44	each	\$ 72.00	\$ 3,168.00	////////	////////	////////	////////
Well development	11	each	\$ 200.00	\$ 2,200.00	////////	////////	\$ 160.00	\$ 1,760.00
	22	hour	////////	////////	\$ 100.00	\$ 2,200.00	////////	////////
Decontamination	430	foot	included		\$ 1.50	\$ 645.00	\$ 0.95	\$ 408.50
Well registration forms	11	each			\$ 25.00	\$ 275.00	\$ 10.00	\$ 110.00
5-gallon bentonite pellets	11	each	////////	////////	////////	////////	\$ 72.00	\$ 792.00
Grout pump	5	days	\$ 125.00	\$ 625.00	////////	////////	////////	////////
Project management	4	hour	////////	////////	\$ 90.00	\$ 360.00	////////	////////
<b>TOTAL</b>			<b>\$ 16,708.00</b>		<b>\$ 19,725.00</b>		<b>\$ 16,350.50</b>	
Waste handling - dump bed trailer w/ truck to haul cuttings to LF	If Req 5	days	\$ 125.00	\$ 625.00	////////	////////	////////	////////
55-gallon drums	8	each	////////	////////	////////	////////	\$ 45.00	\$ 360.00
	If Req	each	////////	////////	\$ 60.00	\$ -	////////	////////
Waste handling	If Req	hour	////////	////////	\$ 100.00	\$ -	////////	////////
Decontamination pad construction	If Req	LS	////////	////////	\$ 250.00	\$ -	////////	////////

## COST PROPOSAL

**GeoCore Inc.**  
**PO Box 386**  
**Salina, KS 67401**  
**785-826-1616**  
**Fax 785-826-9508**

Date:

To: CDM  
Attention: Monica Williams  
Mailing Address:  
City, State, Zip: Wichita, KS  
Phone: 316-660-6700  
Fax: 316-264-3025  
Email: williamsmk@cdm.com

From: Dale Robl  
Email: drobl@geocore.net

GeoCore Project No.:  
Project Name: Salina Landfill  
Project Address:  
City, State:

Client Project No.:  
Client PO No.:

RE:

Assumptions:

- Drilling will be performed with hollow stem augers and split barrel samplers.
- CDM will locate all buried utilities prior to starting drilling activities.
- CDM will obtain all access agreements with landowners.
- Well development fluid will be hauled to landfill leachate system.

	Quant.	Units		Rate/Unit.		Cost
Mobilization	1	LS	@	\$ 250.00	=	\$ 250.00
Drilling - Sampling at 5' intervals	430	ft.	@	\$ 12.00	=	\$ 5,160.00
Well Construction Materials	430	ft.	@	\$ 8.50	=	\$ 3,655.00
Surface Completion	11	well(s)	@	\$ 150.00	=	\$ 1,650.00
Well Development	11	well(s)	@	\$ 200.00	=	\$ 2,200.00
Portable Decontamination Pit		ea.	@		=	NA
Decontamination Unit		day(s)	@		=	Included
Guard Posts 4 Posts/Well	44	ea.	@	\$ 72.00	=	\$ 3,168.00
Grout Pump	5	day(s)	@	\$ 125.00	=	\$ 625.00
<b>TOTAL</b>						<b>\$ 16,708.00</b>

### OPTIONAL

Dump Bed Trailer with Truck	5	day(s)	@	\$ 125.00	=	\$ 625.00
To haul cutting to landfill.						

**PRATT WELL SERVICE, INC.****Environmental Division****P.O. Box 847****Pratt, KS 67124****620/672-2616 office****620/672-6356 fax****Steve Ezell, Environmental Manager****620/770-1404****stevee@prattwell.com**

Company: CDM  
 ATTN: Monica Williams  
 Address: 345 Riverview, Suite 520  
 Wichita, KS 67203  
 Phone: 316/660-6700  
 Fax#: 316/264-3025

Date: 9/11/2007  
 Pages: 1

**Comments:** Salina Landfill**Estimate:**

1 Mobilization/Demobilization	\$750.00	\$750.00
430 Drill Rig and Crew	\$10.50	\$4,515.00
463 2" Well Materials	\$10.00	\$4,630.00
11 2" Well Completion w/ Posts	\$185.00	\$2,035.00
430 Decontamination	\$0.95	\$408.50
5 Per Diem; 3 men	\$270.00	\$1,350.00
11 Well Development	\$160.00	\$1,760.00
8 55 gallon Drums	\$45.00	\$360.00
11 5 gallon Bentonite Pellets	\$72.00	\$792.00
11 WWC-5 Records	\$10.00	\$110.00
<b>Total</b>		<b>\$16,710.50</b>

\* The figures above represent a good faith estimate only and do not in any way represent final charges for any work to be performed. Scope of work changes, timeline changes, and/or material changes will be represented accordingly in the final invoice for any work performed.

*Environmental Drilling~Air Rotary, Mud Rotary & Augering~Domestic, Geothermal, Monitoring Wells  
 Pump Installation, Trenching, Backhoe Service, ATV Probing  
 Plume/Contamination Identification~Site Assessments I-II-III/Remediation  
 Soil/Groundwater/Vacuum Sampling~Environmental Tanks  
 Licensed - Certified Personnel*



September 14, 2007

REC'D SEP 17 2007

Ms Monica Williams  
CDM  
345 Riverview, Suite 520  
Wichita, Kansas 67203

RE: Proposal for Contract Drilling Services  
Salina MSW Landfill  
Salina, Kansas  
GSI Proposal P077373

Dear Ms. Williams:

In accordance with your request for proposal (RFP) received by electronic mail on September 6, 2007 the following scope of services, unit fee schedule and total estimated cost have been prepared for drilling services at the referenced project. These services will be coordinated from our facility located in Wichita, Kansas.

### **SCOPE OF SERVICES**

GSI will be responsible for the following:

1. Requesting a utility clearance through Kansas One-Call.
2. Mobilization and demobilization of a truck-mounted CME 75 or equivalent drill rig, support equipment, and three-person drill crew.
3. GSI will advance eleven borings to anticipated depths of 30-52 feet below ground surface using 4.25-inch inside diameter (ID) ((8.25-inch outside diameter (OD)) hollow stem augers (HSA). The soil borings will be placed at locations specified by the client. Split spoon soil samples will be collected in five foot intervals from the ground surface to the top of the water table in each boring to facilitate logging of the borehole.
4. The 4.25-inch ID HSA boreholes will be completed as monitoring wells and will be constructed using 2-inch diameter, flush threaded, Schedule 40 PVC riser attached to 10 feet of 0.010 slot flush threaded screen. Filter pack consisting of 10/20 sand will be placed from total depth to approximately 2-feet above the screened interval. A two foot



seal of hydrated bentonite pellets will be placed above the gravel pack in one foot lifts and each lift will be allowed to hydrate for five minutes. The remainder of the annular space, to within 1-foot bgs, will be sealed with Portland Type 1 cement grout or an approved equivalent. The monitoring wells will be completed with three feet of stick up casing using a 4 X 4 X 60-inch square steel protector placed in a 2'X2'X4" square concrete pad. An expandable watertight j-plug will be placed at the top of the well head. Bollards will be placed around each well and will be painted safety yellow.

5. All equipment will be decontaminated prior to arriving at the site using high pressure-high temperature water wash and rinse. All down-hole equipment will be decontaminated between borings using high-pressure, high-temperature water wash and rinse at a location specified by the client. All equipment will be decontaminated prior to leaving the site using high-pressure, high-temperature water wash and rinse. Additional costs may be incurred for waste disposal.
6. Drill cuttings from the borings will be spread around the well head. Waste water generated during decontamination will be contained in drums and transferred to an on-site staging area chosen by the client. The client shall be responsible for waste characterization and final disposal.
7. GSI will be responsible for development of the completed wells. The wells will be developed utilizing a 2" surge block followed by pumping with a submersible pump to remove a minimum of 6 borehole volumes. All development water will be disposed of at the well head. Additional costs will be incurred for containerizing and transporting to a designated on-site staging area. Parameters of pH, conductivity, temperature and turbidity will be measured in the field. Pumping will continue until the field measurements for turbidity are stable to within 10% between subsequent measurements around each well.

The client will be responsible for the following:

1. Submission of a dimensioned site plan identifying the proposed well locations and legal description at least 4 working days prior to the start of field work to allow for an underground utility clearance.



2. It is the client's responsibility to locate and mark utilities that are not registered with Kansas One-Call. GSI is not responsible for loss or damage resulting from unmarked utilities.
3. Provide accessibility of the well locations by truck mounted equipment.
4. Provide an on-site representative to direct the drilling program, to monitor environmental conditions and to prepare subsurface logs.
5. Provide GSI with copies of the subsurface logs and well construction diagrams for use in the preparation of WWC-5 forms.
6. Provide investigation derived waste characterization, transport and disposal.

### FEES AND CONDITIONS

Our services will be performed in accordance with the unit fee schedule presented below, and the attached Service Agreement and General Conditions. The fee for drilling will be based on the unit fees presented and the actual services rendered.

Description	Est. Qty.	Unit Rate	Units	Cost
Mobilization Equipment, Support vehicle & Crew	1	\$1,400.00	LS	\$1,400.00
Per Diem (3 person drill crew)	5	\$300.00	Day	\$1,500.00
Hollow Stem Auger Drilling (4.25-inch ID) (5-foot Split Spoon Samples)	430	\$12.50	Foot	\$5,375.00
2" Well Construction (riser, screen, sand, bentonite, grout)	430	\$11.50	Foot	\$4,945.00
Above Ground Completion (2'x2'x4" pad)	11	\$275.00	Each	\$3,025.00
Decontamination Pad Construction	If Req	\$250.00	LS	\$ 0.00
Decontamination of Drilling Equipment	430	\$1.50	Foot	\$645.00
Well Development	22	\$100.00	Hour	\$2,200.00
Waste Handling	If Req	\$100.00	Hour	\$0.00
Drums	If Req	\$60.00	Each	\$0.00
Well Registration Forms	11	\$25.00	Each	\$275.00
Project Management	4	\$90.00	Hour	\$360.00
<b>Total Estimated Cost</b>				<b>\$19,725.00</b>



## LIMITATIONS

During the performance of GSI's services, hazardous materials may be discovered. GSI will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from pre-existing hazardous materials being encountered or present on the project site, or from the discovery of such materials. You will be asked to sign an agreement indemnifying GSI from liability or loss arising out of the services covered by this proposal, including liability or loss in connection with pre-existing hazardous materials.

## CLOSURE

GSI appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. If you are in agreement with the terms of this proposal, please sign and return the enclosed service agreement. A fully executed copy will be returned to you. If you have any questions or need additional information, please call.

Sincerely,  
Geotechnical Services Inc.

A handwritten signature in blue ink, appearing to read "Douglas Roy".

Douglas Roy, P.G.  
Senior Geologist

A handwritten signature in blue ink, appearing to read "Dave A. Edwards".

Dave A. Edwards P.E.  
Principal Engineer/Vice President

DR/DAE/dr

Attachments: Service Agreement

G:\PROPOSAL\077\P077373\Contract Drilling Salina Landfill.doc





**GEOTECHNICAL SERVICES, INC.**  
Service Agreement

**GSI Proposal Number P077373**

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**PARTIES**

This Agreement is made this 14th day of September 2007, between

CDM.  
345 Riverview, Suite 520  
Wichita, Kansas 67203

and

Geotechnical Services, Inc.  
4503 East 47th Street South  
Wichita, Kansas 67210-1651

hereinafter called "Client"

hereinafter called "Consultant"

---

**PROJECT DESCRIPTION**

Client engages Consultant to provide services in connection with contract drilling services and well installation at the Salina Landfill, Salina, Kansas.

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**SCOPE OF SERVICES**

Consultant agrees to perform services as follows:

In accordance with attached Proposal No. P077373 and Project Bid Proposal Sheet. Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.

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**COMPENSATION**

Client agrees to compensate Consultant for such services as follows:

In accordance with the attached unit rates, with a total estimated cost of \$19,725.00.

---

**Client and Consultant acknowledge that each has read and agrees to the attached General Conditions, which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant.**

**Client: CDM**

**Consultant: Geotechnical Services, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: David A. Edwards, P.E.

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL CONDITIONS

### SECTION 1: Scope of Work

Geotechnical Services, Inc. (hereafter referred to as GSI) shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change. GSI will provide additional services at the contract fee schedule rate.

### SECTION 2: Access to Sites

Unless otherwise agreed, the client will furnish GSI with right-of-access to the site in order to conduct the planned investigation. While GSI will take reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

In the performance of its work, GSI will take reasonable precautions to avoid damage or injury to underground structures or utilities. The client agrees to hold GSI harmless and indemnify GSI for any claims, payments or other liability, including costs and attorney fees incurred by GSI for any damages to underground structures which are not called to GSI's attention and correctly shown on the plans furnished to GSI.

### SECTION 3: Unanticipated Hazardous Materials

It shall be the duty of the client to advise GSI of any known or suspected hazardous substances which are or may be related to the services provided. Such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which GSI may be provided or obtain performing its services or which exist or may exist on or near any premises upon which work is to be performed by GSI's employees, agents or subcontractors.

If during the course of providing services GSI observes or suspects the existence of unanticipated hazardous materials, GSI may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a re-negotiation of scope of services and fees. In the event that such re-negotiation cannot occur to the satisfaction of GSI, GSI may at its option terminate this contract.

It is understood and agreed that GSI is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at a site, and that Client shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at a site.

### SECTION 4: Reports and Invoices

GSI will furnish up to two (2) copies of the report to the client. Additional copies will be furnished at the expense of the client. GSI will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts.

### SECTION 5: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GSI as instruments of service, shall remain the property of GSI unless there are other contractual agreements.

### SECTION 6: Standard of Care

Services performed by GSI under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by GSI and that the data, interpretations, and recommendations of GSI are based solely upon the data available to GSI. GSI will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

### SECTION 7: Confidentiality

GSI shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". GSI shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of GSI against claims or liabilities arising from performance of services under this agreement. GSI obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

### SECTION 8: Limitation of Liability

The client agrees to limit GSI's liability to the owner and all other parties arising from GSI's performance of services such that the total aggregate liability of GSI shall not exceed \$50,000 or GSI's total fee for the services rendered on this project, whichever is greater, and client agrees to indemnify and hold harmless GSI from and against all liabilities in excess of this monetary limit. The owner further agrees to require of the contractor and his subcontractors an identical limitation of GSI's liability for damages offered by the contractor or the subcontractor arising from GSI's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of GSI's professional acts, errors or omissions.

The limitations on liability and indemnities in this agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence.

### SECTION 9: Insurance and Indemnity

GSI represents that it and its staff are protected by worker's compensation insurance and that GSI has such coverage under public liability and property damage insurance policies which GSI deems to be adequate. It is the policy of GSI to require certificates of insurance from all consultants or subcontractors employed by GSI. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, GSI agrees to indemnify and save client harmless from and against any loss, damage, injury, or liability arising out of the negligence of GSI or its subcontractors. GSI shall not be responsible for any loss, damage, or liability arising from any acts by the client, its agents, staff, or other consultants employed by others.

GSI's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposures to pollution, hazardous waste, or toxic or other dangerous substances or conditions. Accordingly, except as expressly provided in this contract, the client waives any claim against GSI and agrees to indemnify and save GSI, its agents, and employees harmless from any claim, liability, or defense cost for injury or loss sustained by any party from such exposures allegedly arising out of or related to GSI's performance or services hereunder.

### SECTION 10: Termination

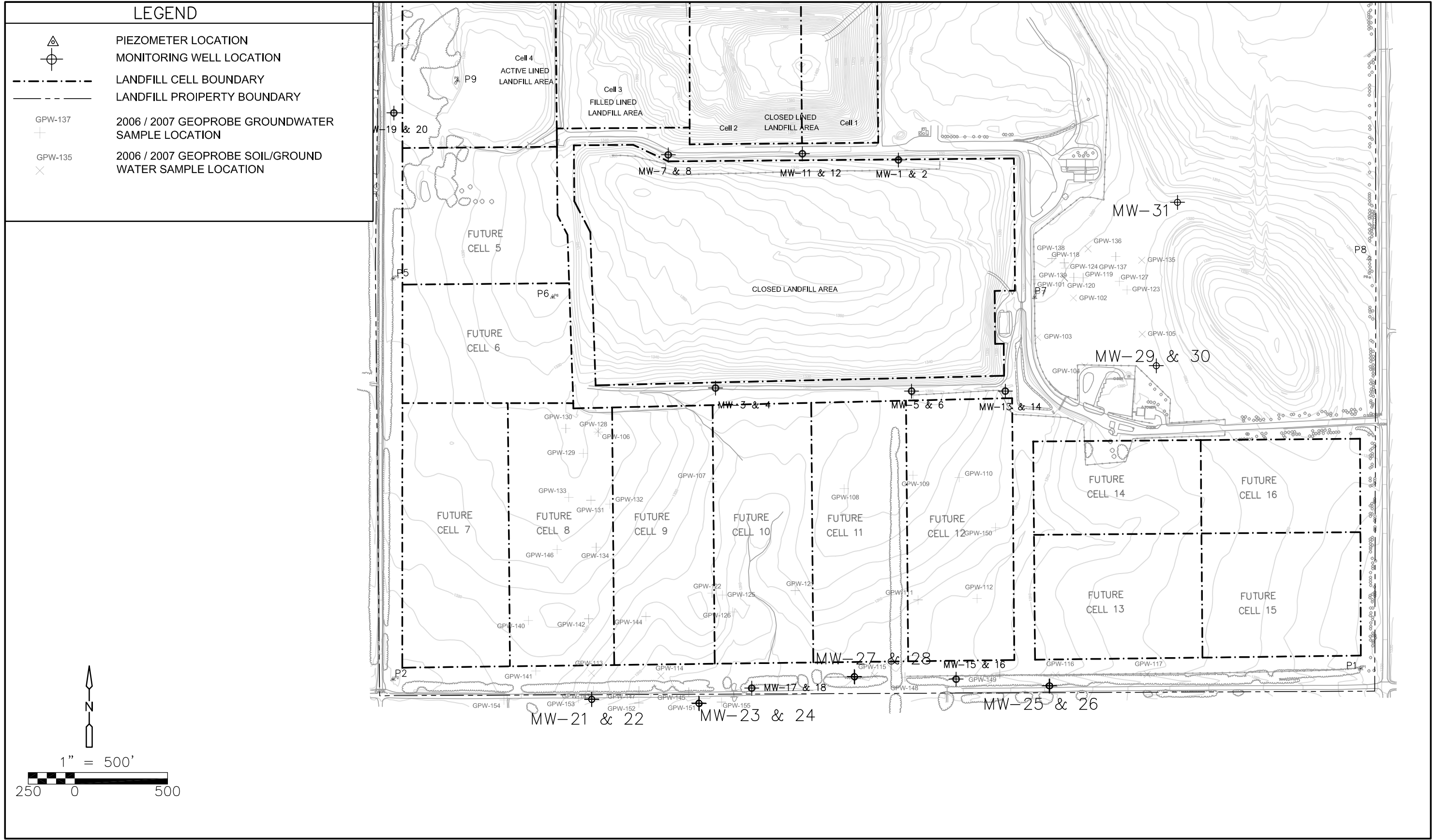
This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GSI shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of GSI required to complete analyses and records necessary to complete its files and may also include a report of the services performed to the date of notice of termination or suspension.

### SECTION 11: Precedence

These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding GSI's services. This agreement shall be governed by the laws of the State of Kansas.



DWG: C:\Monica\Working\Salina\Addtl GW Mong Wells\Work plan\New well locns.dwg  
DATE: Aug 29, 2007 9:00am XREFS:Salina Base 02  
USER: williamsnk



**Figure 1**  
**Salina Municipal Solid Waste Landfill**  
**Proposed New Groundwater Monitoring Well Locations**







**Figure 3-2**  
**Salina Municipal Solid Waste Landfill**  
**Extent of Contamination for CT and CFM, March/June 2007**



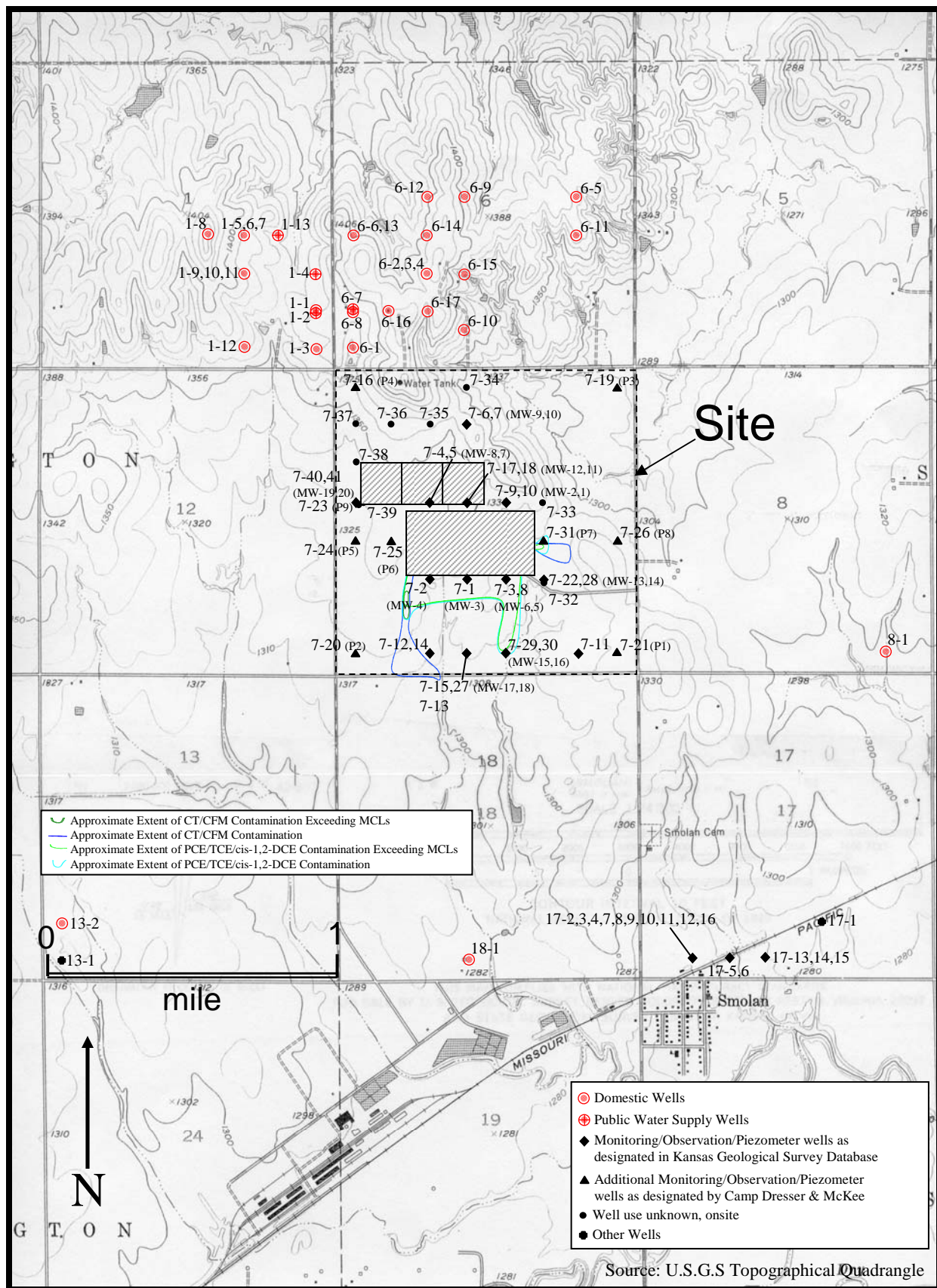


Figure 3-3

Salina Municipal Solid Waste Landfill  
Location of Public Use Wells

# CITY OF SALINA

REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 8	ORIGINATING DEPARTMENT:  UTILITIES DEPARTMENT	APPROVED FOR AGENDA:
ITEM NO. 3 Page 1	BY: Martha Tasker	BY:

## **ITEM:**

Agreement with Wilson & Company, Inc., Engineers & Architects, to conduct Water Treatment Plant Studies, Project No. 07-2666.

## **BACKGROUND:**

Wilson & Company has designed the majority of the Water Treatment Plant Improvements that have occurred over the past 50 plus years. In addition, Wilson & Company has maintained record drawings and design criteria utilized for the improvements that may be utilized in the proposed studies.

Three independent studies will be completed as follows:

- **High Service Pump Station Pressure Control Study:** The study will examine alternatives for alleviating pressure surges in the water distribution system, which can cause water main breaks. Alternatives for alleviating pressure surges throughout varying high service pump operating scenarios will be evaluated.
- **Chemical Storage Systems Study (Alum, Lime, Soda Ash and Carbon Dioxide):** The study will examine alternatives for replacing/repairing the 25 year old pneumatic bulk alum unloading/storage, lime storage, soda ash storage, and carbon dioxide refrigerated storage systems.
- **Taste & Odor Control Study:** The study will examine alternatives (ozone, chlorine dioxide, sodium hypochlorite, potassium permanganate) to address taste and odor concerns resulting from maximizing the use of surface water to reduce demands on groundwater supplies.

Cost estimates for each alternative examined will be developed. An engineering report, including recommendations, costs and priorities, will be prepared.

The Agreement before you today, is written in a "cost plus fixed fee" format with an amount not to exceed of \$46,475. The "amount not to exceed" is just that, a total amount that cannot be exceeded without the approval and supplemental agreement with the City Commission. The attached Agreement addresses the scope of work, consultant's responsibilities, time schedule and general provisions.

## **FISCAL NOTE:**

The funding for this Agreement will be allocated from the 2007 Water/Wastewater Enhancements Category of the Capital Improvements Program. A total amount of \$47,000 is allocated for the three studies.

## **CONFORMANCE WITH THE STRATEGIC PLAN:**

Related Strategic Plan goals may include:

GOAL #3: The City will provide the highest quality of services, consistent with governing body direction, available resources and staff commitment to quality.

Action Item: The City Commission will maintain its commitment to the municipal organization by providing direction and resources that will allow them to meet established expectations.

## **COMMISSION ACTION:**

It is recommended that the City Commission approve the Agreement with Wilson & Company, Inc., Engineers & Architects of Salina, Kansas in the amount not to exceed \$46,475.

## WATER/WASTEWATER ENHANCEMENTS

Fund	Dept/Div.	Project #	Description	Estimated Cost	YTD/Bid Cost	Difference
Water/W.W.	Water	07-2651	Water Tower Painting and Modifications-Gold Tower	\$120,000	\$36,264	\$83,736
Water/W.W.	Water		Water Master Planning Phase II - Year 2030 Demands	\$75,000	\$0	\$75,000
Water/W.W.	Water	07-2644	Well Field Evaluation Study	\$30,000	\$31,803	(\$1,803)
Water/W.W.	Water		Water Conservation Plan Review	\$15,000	\$0	\$15,000
Water/W.W.	Water		Water Modeling Software (WaterGEMS)	\$15,000	\$0	\$15,000
Water/W.W.	Water	07-2666	High Service Pump Station Pressure Control Study (Water P	\$12,000	\$46,475	
Water/W.W.	Water	07-2666	Chemical Feed Storage Systems Study (Alum, Lime, Soda Ash, CO2) (Water Plant Study)	\$25,000		\$525
Water/W.W.	Water	07-2666	Taste and Odor Control Study (Water Plant Study)	\$10,000		
Water/W.W.	Water/Wastewater	07-2656	Water and Wastewater Rate Study	\$27,000	\$25,000	\$2,000
Water/W.W.	Wastewater		Pump Stations B, C, 1 & 2 Discharge Piping Repair	\$15,000	\$0	\$15,000
Water/W.W.	Water	06-1616	Water Master Planning	\$100,000	\$102,028	(\$2,028)
Water/W.W.	Water	06-1585	Main Replacements	\$633,000	\$261,269	\$371,731
<b>BUDGET: \$ 1,083,000.00</b>				<b>TOTAL WATER SUBTOTAL:</b>	<b>\$1,077,000</b>	<b>\$502,839</b>
Water/W.W.	Wastewater	06-1611	2006 Sanitary Sewer Replacement	\$318,500	\$0	\$318,500
Water/W.W.	Wastewater		(6) Added manholes on Santa Fe	\$40,000	\$0	\$40,000
Water/W.W.	Wastewater		Replace Manhole at Ash and DesMoines	\$20,000	\$0	\$20,000
Water/W.W.	Wastewater		Replace Manhole at Franklin & Broadway	\$16,500	\$0	\$16,500
Water/W.W.	Wastewater	07-2653	Point Repair - various lines	\$42,000	\$12,381	\$29,619
Water/W.W.	EPA/Plant Reserve	05-1542	Repair Pri. Digester #2 Cover	\$130,000	\$0	\$130,000
<b>BUDGET: \$ 567,000.00</b>				<b>TOTAL WASTEWATER SUBTOTAL:</b>	<b>\$567,000</b>	<b>\$12,381</b>
Water/W.W.	EPA/Plant Reserve		Replace Aluminum Slide Gates at Headworks and UV Bldg	\$45,600	\$0	\$45,600
<b>BUDGET: \$ 50,000.00</b>				<b>EPA SUBTOTAL:</b>	<b>\$ 45,600.00</b>	<b>\$0</b>
				<b>\$ 45,600.00</b>	<b>\$0</b>	<b>\$ 45,600.00</b>

**TOTAL BUDGET: \$ 1,700,000.00**  
**ESTIMATED COST TOTAL: \$ 1,689,600.00**  
**YTD/BID COST TOTAL: \$515,220**  
**REMAINING BUDGET: \$10,400**  
**REMAINING FUNDS: \$1,184,780**

STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, made as of \_\_\_\_\_, 2007 between the City of Salina, Kansas (OWNER) and Wilson & Company, Inc., Engineers & Architects, 1700 East Iron Avenue, Salina, Kansas, (ENGINEER). OWNER intends to utilize professional engineering services to complete the following water treatment plant studies: high service pump station pressure control study, chemical storage systems study, and taste & odor control study.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1. High Service Pump Station Pressure Control Study.**

Duties and responsibilities of ENGINEER include:

- 1.1.1. ENGINEER shall perform an initial onsite assessment.
- 1.1.2. ENGINEER shall gather all necessary information, such as historic pressure data, required to perform the evaluation.
- 1.1.3. ENGINEER shall examine alternatives for alleviating pressure surges, which can cause water main breaks throughout the water distribution system by varying high service pump operating scenarios.
- 1.1.4. ENGINEER shall perform any follow-up onsite assessments, as necessary.
- 1.1.5. ENGINEER shall prepare cost estimates for each alternative examined.
- 1.1.6. ENGINEER shall prepare a draft engineering report, including recommendations and priorities.
- 1.1.7. ENGINEER shall present the draft engineering report to OWNER for review comments.
- 1.1.8. ENGINEER shall revise the draft engineering report per comments received from OWNER.

1.1.9. ENGINEER shall prepare and deliver five (5) copies of the final engineering report to the OWNER.

**1.2. Chemical Storage Systems Study (Alum, Lime, Soda Ash & Carbon Dioxide).**

Duties and responsibilities of ENGINEER include:

1.2.1. ENGINEER shall perform an initial onsite assessment (coordinate with necessary manufacturers).

1.2.2. ENGINEER shall gather all necessary information required to perform the evaluation.

1.2.3. ENGINEER shall examine alternatives for replacing/repairing the 25-year old pneumatic bulk alum unloading/storage system.

1.2.4. ENGINEER shall examine alternatives for replacing/repairing the 25-year old lime storage system.

1.2.5. ENGINEER shall examine alternatives for replacing/repairing the 25-year old soda ash storage system.

1.2.6. ENGINEER shall examine alternatives for replacing/repairing the 25-year old carbon dioxide refrigerated storage tanks.

1.2.7. ENGINEER shall perform any follow-up onsite assessments.

1.2.8. ENGINEER shall prepare cost estimates for each alternative examined.

1.2.9. ENGINEER shall prepare a draft engineering report, including recommendations and priorities.

1.2.10. ENGINEER shall present the draft engineering report to OWNER for review comments.

1.2.11. ENGINEER shall revise the draft engineering report per comments received from OWNER.

1.2.12. ENGINEER shall prepare and deliver five (5) copies of the final engineering report to the OWNER.

### **1.3. Taste & Odor Control Study.**

Duties and responsibilities of ENGINEER include:

- 1.3.1. ENGINEER shall perform an initial onsite assessment.
- 1.3.2. ENGINEER shall gather all necessary information required to perform the evaluation.
- 1.3.3. ENGINEER shall examine alternatives (ozone, chlorine dioxide, sodium hypochlorite, potassium permanganate) to address taste and odor concerns resulting from maximizing the use of surface water to reduce demands on groundwater supplies.
- 1.3.4. ENGINEER shall examine alternatives to address taste and odor concerns in low flow areas of the water distribution system.
- 1.3.5. ENGINEER shall coordinate with chemical sales representatives to perform any necessary testing.
- 1.3.6. ENGINEER shall coordinate with equipment manufactures. Equipment pilot tests will not be performed as part of this study.
- 1.3.7. ENGINEER shall contact other communities with surface water treatment plants to discuss similar taste and odor issues and any alternatives that they have attempted.
- 1.3.8. ENGINEER shall perform any follow-up onsite assessments, as necessary.
- 1.3.9. ENGINEER shall prepare cost estimates for each alternative examined.
- 1.3.10. ENGINEER shall prepare a draft engineering report, including recommendations and priorities.
- 1.3.11. ENGINEER shall present the draft engineering report to OWNER for review comments.
- 1.3.12. ENGINEER shall revise the draft engineering report per comments received from OWNER.
- 1.3.13. ENGINEER shall prepare and deliver five (5) copies of the final engineering report to the OWNER.

## **SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

### **2.1. Services Requiring Authorization in Advance.**

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.2, inclusive. These services are not included as part of Basic Services. These Additional Services will be paid for by OWNER as indicated in Section 5.

2.1.1. Furnishing services of independent professional associates and consultants for services other than Basic Services for customary municipal engineering; and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.2. Additional services, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

### **2.2. Required Additional Services.** None identified at this time.

## **SECTION 3 - OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to the ENGINEER's services.

3.2. OWNER shall provide ENGINEER with a verbal or written request of authorization of services. OWNER shall provide ENGINEER with clear deadlines for each service requested.

3.3. Assist the ENGINEER by placing at ENGINEER's disposal all available pertinent information, project plans and specifications, plans, reports and any other data.

3.4. Examine all studies, reports, records, applications, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER and render decisions pertaining to the documents within a reasonable time.

3.5. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services the following:



3.5.1. Other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.6. Schedule, properly announce, and attend all meetings with ENGINEER.

3.7. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.8. Provide any and all other available information relative to the completion of the ENGINEER's services.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to any services requested.

3.10. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIODS OF SERVICE**

4.1. Upon receipt of OWNER's acceptance of this Agreement, ENGINEER shall proceed with the services called for in the High Service Pump Station Pressure Control Study. Based upon timely completion of OWNER's responsibilities, ENGINEER shall deliver the draft engineering report for the High Service Pump Station Pressure Control Study to OWNER for review and approval within 120 days of written authorization to proceed. The final engineering report will be delivered to the OWNER within 15 days of receipt of comments on the draft engineering report.

4.2. Upon receipt of OWNER's acceptance of this Agreement, ENGINEER shall proceed with the services called for in the Chemical Storage Systems Study. Based upon timely completion of OWNER's responsibilities, ENGINEER shall deliver the draft engineering report for the Chemical Storage Systems Study to OWNER for review and approval within 90 days of written authorization to proceed. The final engineering report will be delivered to the OWNER within 15 days of receipt of comments on the draft engineering report.

4.3. Upon receipt of OWNER's acceptance of this Agreement, ENGINEER shall proceed with the services called for in the Taste & Odor Control Study. Based upon timely completion of OWNER's responsibilities, ENGINEER shall deliver the draft engineering report for the Taste & Odor Control Study to OWNER for review and approval within 120 days of written authorization to proceed. The final engineering report will be delivered to the OWNER within 15 days of receipt of comments on the draft engineering report.

4.4. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.



## SECTION 5 - PAYMENTS TO ENGINEER

### 5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. Fee and Method of Payment. For the services described herein, the OWNER agrees to pay the ENGINEER on a cost plus fixed fee basis. The ESTIMATED TOTAL PAYMENT shown below shall not be exceeded without authorization by the OWNER. Payments for the ENGINEER's costs shall be based on actual costs incurred in providing the services described. However, the fixed fee shall be exactly the amount stated below unless revisions are made by supplemental agreement to the Scope of Services, in which case, the amount of the fixed fee and the estimated cost payable to the ENGINEER shall be revised accordingly. Payments shall compensate the ENGINEER for all direct labor costs, reimbursable expenses, overhead rate (currently at 1.80), fixed fee and all other direct costs in providing the services. TOTAL PAYMENT to the ENGINEER for the services described is estimated to be as follows:

Scope Section Number	Description / Task	Estimated Cost	Fixed Fee	Estimated Cost Plus Fixed Fee
1.1.	High Service Pump Station Pressure Control Study	\$41,340	\$5,135	\$46,475
1.2.	Chemical Storage Systems Study			
1.3.	Taste & Odor Control Study			

5.1.2. Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1, on the basis of ENGINEER's Director Labor Costs, plus Reimbursable Expenses, plus Direct Labor Costs times a factor of 1.80 (current overhead rate) plus a Fixed Fee. Such fee shall be full compensation for services rendered by employees engaged and reimbursable expenses incurred directly on the Project. Time will include all time spent, including travel time.

5.1.2.2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1, the amount billed to ENGINEER.

5.1.3. The terms "Direct Labor Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

## **5.2. Times of Payments.**

5.2.1. ENGINEER shall submit statements at four-week intervals for Basic and Additional Services rendered. ENGINEER's services will be billed based on the actual time and charges incurred at the time of billing. ENGINEER's statements will be billed separately with each service requested. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

## **5.3. Other Provisions Concerning Payments.**

5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due to ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's Direct Labor Costs, plus Reimbursable Expenses, plus Direct Labor Costs times a factor of the overhead rate plus a fixed fee for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services.

5.3.2. Records of ENGINEER's Direct Labor Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER on request.

## **5.4. Definitions.**

5.4.1. Direct Labor Costs used as a basis for payment mean salaries and wages, basic and incentive, paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; and includes indirect payroll related costs or fringe benefits.

5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; reproduction of reports, Drawings, Specifications, expenses incurred for highly specialized equipment, and similar project-related items in addition to those required under Section 1.

## **SECTION 6 - OPINIONS OF COST**

### **6.1. Opinions of Cost.**

6.1.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinion of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

## **SECTION 7 - GENERAL CONSIDERATION**

### **7.1. Termination.**

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **7.2. Insurance.**

#### **7.2.1 Commercial General Liability.**

The ENGINEER shall provide public liability insurance coverage in an amount no less than \$500,000 covering the liability of the ENGINEER and any and all consultants, agents, independent contractors, etc., which are employed or retained by the ENGINEER, on an occurrence basis. The insurer must be acceptable to the OWNER.

In lieu of the above coverage, the ENGINEER may provide coverage for his own firm in the above amount or an additional amount and submit proof of all his consultants, agents and independent contractors have insurance deemed adequate by the OWNER.

#### **7.2.2. Automobile Liability.**

The ENGINEER shall provide coverage protecting the ENGINEER against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle. Required minimum limits: \$500,000 each accident, combined single limits, bodily injury and property damage.

#### 7.2.3. Workers Compensation.

Before beginning work, the ENGINEER shall furnish to the OWNER satisfactory proof that he has taken out, for the period covered by the work under this contract, full workers' compensation coverage as required by state law for all persons who he may employ directly, or through subcontractors, in carrying out the work contemplated under this contract, and shall hold the OWNER free and harmless for all personal injuries of all persons who the ENGINEER may employ directly or through subcontractors.

#### 7.2.4. Professional Liability - Errors and Omissions.

The ENGINEER shall provide Architects or Engineers Professional Liability Insurance with limits not less than \$500,000, covering the liability of the ENGINEER and any and all consultants, agents, independent contractors, etc. which are employed or retained by the ENGINEER. The insurer must be acceptable to the OWNER. In the event coverage provided is claims made coverage, the insurance shall be maintained for a period of not less than three (3) years after completion of the contract or in lieu thereof purchase of tail coverage (extended reporting period) under which the OWNER shall be afforded protection.

In lieu of the above coverage, the ENGINEER may provide the described coverage for his own firm in the above amount and submit proof all his consultants, agents and independent contractors have insurance deemed adequate by the OWNER.

#### 7.2.5. Certificate(s) of Insurance.

Certificate(s) of Insurance acceptable to the OWNER shall be filed with the OWNER at the time the contract between the OWNER and the ENGINEER is executed. These certificates shall contain a provision that coverage that is afforded under the policies will not be cancelled or substantially changed until at least thirty (30) days prior written notice has been given to the OWNER and acknowledged.

#### 7.2.6. Notice of Claim.

The ENGINEER, upon receipt of notice of any claim in excess of \$1,000 in connection with this contract shall promptly notify the Risk Management Office at (785) 309-5705, providing full details thereof, including an estimate of the amount or loss of liability

#### 7.2.7. Indemnification Clause.

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and save harmless the OWNER, its officials, agents, servants, officers, directors and employees from and against all claims, expenses, demands, judgments and causes of action, including reasonable attorney fees and defense costs, for personal injury or death or damage to property where, and to the extent that, such claims, expenses, demands judgment or cause of action arise from the ENGINEER's negligent acts, errors, or omissions in the performance of professional services.

### **7.3. Dispute Resolution.**

7.3.1. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

The OWNER and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation for dispute resolution between the parties to those agreements.

### **7.4. Controlling Law.**

7.4.1. This Agreement is to be governed by the law of the State of Kansas.

### **7.5. Successors and Assigns.**

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

## SECTION 8 - SIGNATURES

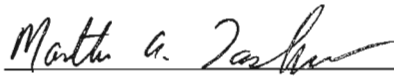
This Agreement (consisting of pages 1 to 11, inclusive) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

City of Salina, Kansas  
300 W. Ash  
Salina, Kansas 67401

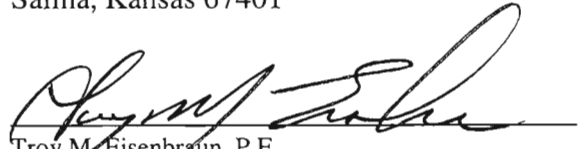
Recommended by:



Martha Tasker  
Director of Utilities

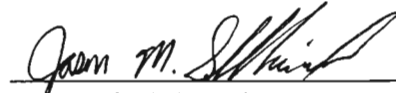
ENGINEER:

Wilson & Company, Inc.,  
Engineers & Architects  
1700 E. Iron Avenue  
Salina, Kansas 67401

  
Troy M. Eisenbraun, P.E.  
Vice President

Approved by:

\_\_\_\_\_  
Alan E. Jilka  
Mayor

  
Jason M. Schlickbernd, P.E.  
Department Head

Witnessed by:

\_\_\_\_\_  
Lieu Ann Elsey  
City Clerk

City of Salina, Kansas

Miscellaneous Studies at WTP - STUDY

Proposed Manhours / Fee

JMS/MWP

COST DATA			
P-6	40.00	P-2	23.50
P-5	35.00	P-1/PA-3	21.50
P-4	28.50	OD-2	13.50
P-3	26.00	OA-3	16.00

## LABOR COSTS:

Item #	Description / Task	P-6	P-5	P-4	P-3	P-2	P-1 or PA-3	OD-2	OA-3	Total Hrs	Total Labor Cost
<b>1.1.</b>	<b>HIGH SERVICE PUMP STATION PRESSURE CONTROL STUDY</b>										
1.1.1.	Perform initial onsite assessment	2	2	2						6	652
1.1.2.	Gather all pertinent data, especially historic pressure data, necessary to perform evaluation	1	1	1						3	326
1.1.3.	Examine alternatives for alleviating pressure surges throughout varying high service pump operating scenarios	8	8	20						36	3686
1.1.4.	Perform followup onsite assessments	8	8	8						24	2608
1.1.5.	Prepare cost estimations for each alternative examined	2	2	8						12	1191
1.1.6.	Prepare draft engineering report, including recommendations & priorities	4	2	8					2	16	1544
1.1.7.	Present draft engineering report for review comments	2	2	2						6	652
1.1.8.	Revise draft engineering report per comments received	1	1	2					2	6	517
1.1.9.	Prepare & deliver final engineering report	1	1	2						4	416
		<b>29</b>	<b>27</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>113</b>	<b>11590</b>
<b>1.2.</b>	<b>CHEMICAL FEED/STORAGE SYSTEMS STUDY (ALUM, LIME, SODA ASH &amp; CARBON DIOXIDE)</b>										
1.2.1.	Perform initial onsite assessment (coordinate w/ Premier Pneumatics)	4	4	4						12	1304
1.2.2.	Gather all pertinent data necessary to perform evaluation	1	1	2						4	416
1.2.3.	Examine alternatives for improving alum feed/storage system	2	8	16						26	2570
1.2.4.	Examine alternatives for improving lime feed/storage system	2	8	16						26	2570
1.2.5.	Examine alternatives for improving soda ash feed/storage system	2	8	16						26	2570
1.2.6.	Examine alternatives for improving CO2 feed/storage system	2	8	20						30	2930
1.2.7.	Perform followup onsite assessments	4	8	8						20	2104
1.2.8.	Prepare cost estimations for each alternative examined	4	4	8						16	1663
1.2.9.	Prepare draft engineering report, including recommendations & priorities	6	4	8					2	20	2016
1.2.10.	Present draft engineering report for review comments	2	2	2						6	652
1.2.11.	Revise draft engineering report per comments received	1	1	2					2	6	517
1.2.12.	Prepare & deliver final engineering report	1	1	2						4	416
		<b>31</b>	<b>57</b>	<b>104</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>196</b>	<b>19728</b>
<b>1.3.</b>	<b>TASTE &amp; ODOR CONTROL STUDY</b>										
1.3.1.	Perform initial onsite assessment		1	1						2	200
1.3.2.	Gather all pertinent data necessary to perform evaluation		1	1						2	200
1.3.3.	Examine alternatives (ozone, ClO2, H2O2, potassium permanganate) to address taste & odor concerns resulting from use of surface water, taking into account new regulations		8	36						44	4114
1.3.4.	Examine alternatives to address taste & odor concerns in low flow areas of water distribution system		8	10						18	1780
1.3.5.	Coordinate w/ chemical sales representatives on testing		4	8						12	1159
1.3.6.	Coordinate w/ equipment manufacturers (no pilot testing)		4	8						12	1159
1.3.7.	Get feedback from other communities w/ surface WTP having similar issues		2	8						10	939
1.3.8.	Perform followup onsite assessments	2	4	4						10	1052
1.3.9.	Prepare cost estimations for each alternative examined	2	4	8						14	1411
1.3.10.	Prepare draft engineering report, including recommendations & priorities	2	2	8					2	14	1292
1.3.11.	Present draft engineering report for review comments	2	2	2						6	652
1.3.12.	Revise draft engineering report per comments received	1	1	2					2	6	517
1.3.13.	Prepare & deliver final engineering report	1	1	2						4	416
		<b>10</b>	<b>42</b>	<b>98</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>154</b>	<b>14890</b>
	<b>Total Labor Costs</b>	<b>70</b>	<b>126</b>	<b>255</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>463</b>	<b>46209</b>

## EXPENSE COSTS:

Item	Description	#	Unit Cost	Total Expense Cost
1	Mileage	25	0.65	16
2	Meals (#)	0	10.00	0
3	Xerox Copies	2,000	0.10	200
4	Plots	0	2.00	0
5	Misc., Postage / Shipping Costs	1	50.00	50
<b>Total Expense Cost</b>				<b>266</b>

## TOTAL FEES:

Item	Total Cost
Total Labor Cost	46209
Total Expense Cost	266
<b>Total Fee</b>	<b>46475</b>



**CITY OF SALINA**  
REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 8	ORIGINATING DEPARTMENT:  UTILITIES DEPARTMENT	APPROVED FOR AGENDA:
ITEM NO. 4 Page 1	BY: Martha Tasker	BY:

**ITEM:**

Authorization to submit Wastewater Treatment Facility Study to the Kansas Department of Health and Environment, City Project No. 06-1615.

**BACKGROUND:**

The current Kansas Water Pollution Control Permit for the Wastewater Treatment Facility contains a schedule of compliance that requires a Wastewater Treatment Facility Feasibility Study be completed by September 1, 2007 and submitted to the Kansas Department of Health and Environment (KDHE) by November 1, 2007. The feasibility study defines the most cost effective improvements to comply with the proposed Total Phosphorus (TP) goal of 1.5 mg/l and Total Nitrogen (TN) goal of 8.0 mg/l. In addition, anticipated regulatory requirements of TP of 0.3 mg/l and TN of 3.0 mg/l were evaluated. A time schedule was developed to ensure compliance with the KDHE Surface Water Nutrient Reduction Plan by the year 2020.

The recommended improvements with associated costs and time schedule is as follows:

- **Biological Nutrient Removal Process (BNR):**

Improvements include: converting anaerobic digestion to aerobic treatment, modify existing treatment facility by adding or deleting processes to accomplish biological nutrient removal. The existing primary and secondary treatment systems (primary and intermediate clarifiers and trickling filters) will be removed. New construction consists of anaerobic basins, anoxic basins and additional aeration basins to provide additional treatment following the existing treatment processes that remain in service. These improvements will meet the goal of TP of 1.5 mg/l and TN of 8.0 mg/l. The proposed schedule of completion is 2017, which is in advance of the KDHE requirements of the year 2020. The estimated capitol cost is \$11.57 million with an annual operation and maintenance cost of \$1.60 million.

In the future, if more stringent effluent limits are required, such as Limits of Technology (TP 0.3mg/l and TN 3.0 mg/l), the capitol cost increases to \$22.70 million and annual operation and maintenance cost increases to \$2.46 million.

- **Existing Anaerobic Digester Complex:**

Improvements include: digester feed system piping, instrumentation and gas safety equipment repair and replacement. The digester complex has ample capacity with 3 of the 4 digesters in operation; therefore, the cover for digester No. 2 will not be replaced at this time. The proposed improvements are scheduled to be completed in 2008 and will ensure reliable operation of the Wastewater Treatment Facility through the year 2015. The estimated cost is \$500,000 and will be funded utilizing the EPA Reserve Fund.

# CITY OF SALINA

## REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 8	ORIGINATING DEPARTMENT:  UTILITIES DEPARTMENT	APPROVED FOR AGENDA:
ITEM NO. 4 Page 2	BY: Martha Tasker	BY:

- **Proposed Time Schedule:**

To meet the KDHE Surface Water Nutrient Reduction Plan requirements by the year 2020, the following completion schedules are proposed:

- ✓ 2008 - Existing Anaerobic Digester Complex Improvements
- ✓ 2013 - Preliminary Design of BNR Facility
- ✓ 2014 - Final Design of BNR Facility
- ✓ 2015 - Begin construction of BNR Facility
- ✓ 2017 - Complete construction of BNR Facility
- ✓ 2017 - Meet NPDES requirements

The KDHE has the authority to move the schedule forward.

**FISCAL NOTE:**

No fiscal impact at this time. Costs to be allocated in future budgets.

**CONFORMANCE WITH THE STRATEGIC PLAN:**

Related Strategic Plan goals may include:

GOAL #3: The City will provide the highest quality of services, consistent with governing body direction, available resources and staff commitment to quality.

Action Item: The City Commission will maintain its commitment to the municipal organization by providing direction and resources that allow them to meet established expectations.

**COMMISSION ACTION:**

It is recommended that the City Commission authorize staff to submit the Wastewater Treatment Facility Study to the Kansas Department of Health and Environment.

Enc: Wastewater Treatment Facility Study – Executive Summary

## *Executive Summary*

### BACKGROUND

The current NPDES permit requires the City of Salina to submit a feasibility study by November 1, 2007, demonstrating the capability of the wastewater treatment facility to comply with proposed nutrient removal requirements. Specifically, these proposed requirements include a total nitrogen goal of 8.0 mg/L (annual average) and a total phosphorus goal of 1.5 mg/L (annual average). These requirements are aimed at reducing the harmful effects of excessive nutrients in the environment such as: algal blooms, depleted oxygen levels, fish kills, and nitrates in drinking water supplies, etc. While the existing plant is operating very well, it was designed to meet the needs of the City through the year 2010 and did not include nutrient removal.

### PURPOSE AND SCOPE

The purpose of this study is to create a document that will guide the City of Salina to meet the growth projected through the year 2030. The scope of this study is to determine the most cost effective improvements that will:

- Comply with current and anticipated regulatory requirements, based on existing technology for treatment and residuals (biosolids) handling.
- Determine the Wastewater Treatment Facility (WWTF) improvements required to meet current and projected needs through 2030.
- Address optimization of the Wastewater Treatment Facility including operational and maintenance costs, and staffing issues.
- Assist City Staff in development of a comprehensive Capital Improvement Program which includes a phased approach matching future budgets.

The 2007 Wastewater Treatment Study evaluated the mechanical, hydraulic, biological, and solids handling components of the Wastewater Treatment Facility for their ability to reliably meet both current and projected 2030 needs and current and anticipated regulatory requirements. Improvement alternatives were developed that address immediate areas of inadequacy as well as future needs.

## POPULATION AND FLOW PROJECTIONS

### *Population*

The City of Salina Planning Department provided current and projected population information. The results show a steady growth curve for Salina which is summarized in Table ES-1.

*Table ES- 1. Population Projections*

	<i>Current (2005)</i>	<i>2010</i>	<i>2015</i>	<i>2020</i>	<i>2025</i>	<i>2030</i>
Estimated Population	45,956	47,500	48,790	50,800	51,360	52,650

### *Flows*

Historical influent flows were analyzed and correlated with other historical parameters such as population data and rainfall events. The data was then used to develop average and peak flow projections. The work the City has conducted to improve its collection system appears to have substantially reduced the amounts of inflow and infiltration (I/I) that flow to the WWTF. Since the existing plant has an average design flow of 7.25 MGD, this reduction in I/I means that no hydraulic capacity increase is required for the plant through the planning period. Table ES- 2 presents a summary of the flow projections anticipated at the plant through the study year of 2030.

*Table ES- 2. Flow Projections*

	<i>Year</i>	<i>2010</i>	<i>2015</i>	<i>2020</i>	<i>2025</i>	<i>2030</i>
Average Daily Flow (MGD)		5.2	5.6	6.1	6.5	7.0
Peak Daily Flow (MGD)		10.5	11.3	12.2	13.0	13.9
Peak Wet Weather Flows (MGD)		15.7	16.9	18.2	19.5	20.9

## REGULATORY REQUIREMENTS

The following regulatory concerns affect design criteria and facility improvement alternatives development:

- Wastewater Permit (NPDES) limits for nutrients (nitrogen and phosphorus) will become more stringent by 2020.

- Other treatment plant effluent criteria and in-stream water quality requirements will likely become more stringent (e.g., chlorides, sulfates, ammonia, anti-degradation, pharmaceuticals, etc.).
- Treatment plant residuals (biosolids or sludge) processing capabilities must be compatible with changes in the treatment process for nutrient removal and must remain compliant with current and anticipated stabilization regulations for beneficial re-use.

## EXISTING FACILITY EVALUATION

An analysis of the existing wastewater treatment facilities was conducted to evaluate the adequacy of the existing facilities to handle the projected 2030 wastewater loadings and meet effluent requirements. The last major plant upgrade in 1993 was designed mainly to comply with ammonia, BOD (Biochemical Oxygen Demand), and TSS (Total Suspended Solids) removal requirements with design flow capabilities of 7.25 MGD (average day) and 15 MGD (peak day). Today, most of the process equipment appears to be hydraulically capable of handling 2030 flows. However, many structures are well beyond their service life and are approaching (or are beyond) the 50-year mark. These components should be evaluated regarding their performance and need for replacement (depending on what nutrient removal processes is selected).

The age of the plant, manual operation, anaerobic digestion, and 59 lift stations make this a difficult facility to operate. Fortunately, the operations and maintenance (O&M) appears to be excellent and the performance of the collection and treatment systems has been outstanding.

## TREATMENT PLANT ALTERNATIVES

Wastewater treatment alternatives for nutrient removal are first selected to remove the contaminants from the water through physical/biological means, and if that is not possible, then through chemical/physical means. The characteristics that are examined to determine the treatment processes to be used are BOD, Total Nitrogen, and Total Phosphorus. When the relationship of BOD:Nitrogen:Phosphorus is greater than 20:5:1 then Biological Processes would be favored; if the relationship is less or discharge limits are very low, then chemical/physical processes would be favored.

A critical unit process which influences the selection of the wastewater treatment alternative for the City of Salina is the type of Residual Solids Stabilization to be used. If Anaerobic Digestion is to be retained for the stabilization of the residual solids then the primary clarifiers and trickling filters would also remain in the liquid portion of the process. These processes reduce the BOD:Nitrogen:Phosphorus ratio to the point that chemical/physical treatment methods would be utilized to remove nutrients. If the residuals stabilization process is changed to Aerobic

Digestion, then physical/biological processes would be utilized. In the interim, the Anaerobic Digester Complex should be repaired. The scope of these repairs would include the digester feed system, piping and instrumentation, cleaning out for full capacity, gas safety equipment, etc. The estimated cost for this work would be approximately \$500,000.

The following treatment alternatives, which would be designed to handle the same flows as the existing facility, are based upon the method used to stabilize the residual solids anaerobically or aerobically. Anaerobic digestions requires high strength solids which results in a low BOD:Nitrogen:Phosphorus Ratio and requires a chemical physical process (Alternative No.1 and Alternative No.2). Aerobic digestion can work well with low strength residuals resulting in a BOD:Nitrogen:Phosphorus Ratio that would allow biological/physical treatment process (Alternative No. 3 and Alternative No. 4).

*Table ES-3 Expected Effluent Water Quality*

Treatment Alternative No.	Technology & Type of Digestion	BOD (mg/L)	TSS (mg/L)	TN (mg/L)	TP (mg/L)	NH <sub>3</sub> (mg/L)	E. Coli (CFU/100mL)
1	BNR–Anaerobic	<15	<15	<8	<1.5	<1	<160
2	LOT –Anaerobic	<10	<10	<3	<0.3	<0.5	<160
3	BNR – Aerobic	<15	<15	<8	<1.5	<1	<160
4	LOT - Aerobic	<10	<10	<3	<0.3	<0.5	<160

BNR: Biological Nutrient Removal  
LOT: Limits of Technology

#### *Alternative No. 1*

This alternative is based upon retaining the anaerobic digestion process and adding individual treatment units to the existing treatment process to achieve the Biological Nutrient Removal (BNR) Levels of nutrient reduction. Since the anaerobic digesters return nutrients to the liquid portions of the process, the BOD/Nitrogen/Phosphorus ratio will fall below the desired 20:5:1 and chemical/physical separation of nutrients will be required.

#### *Alternative No. 2*

This alternative is based upon retaining the anaerobic digestion process and adding individual treatment units to the existing treatment process to achieve the Limits of Technology (LOT) Levels of nutrient reduction. Alternative No. 2 utilizes the same components as Alternative No. 1 with the addition of filtration as a unit process. To achieve the lower concentrations in the plant discharge, higher dosages of chemical are used and the entire treatment plant process is controlled to a much more stringent level.

The current WWTP is land-locked (lime lagoons to the west, railroad to the south, abandoned landfill to the east, and concrete disposal area to the north), space constraints will make Alternatives 1 and 2 very difficult to implement.

#### *Alternative No. 3*

This alternative is based upon converting the anaerobic digestion process to aerobic treatment and modifying the existing treatment facility by adding or deleting processes to produce a BNR wastewater treatment facility. This alternative relies on a biological/physical method of nutrient removal rather than a chemical/physical method previously described. The primary and secondary treatment systems (primary/intermediate clarifiers and trickling filters) would be removed. New construction would consist of anaerobic basins, anoxic basins, and additional aeration basins to work in concert with the existing aeration basins. This process would be monitored by instrumentation and controlled through the plant SCADA system to maintain process efficiency.

#### *Alternative No. 4*

This alternative is based upon converting the anaerobic digestion process to aerobic treatment and adding and deleting individual treatment units to the existing treatment process to achieve the LOT Levels of nutrient reduction. Alternative No. 4 utilizes the same components as Alternative No. 3 with the addition of second stage denitrification, chemical phosphorus removal to low levels and filtration as a unit processes. To achieve the lower concentrations in the plant discharge, dosages of chemical are used and the entire treatment plant process is controlled to a much more stringent level.

#### *Cost Comparison*

*Table ES-4 Alternative Cost Comparisons*

	<i>Alternative 1</i>	<i>Alternative 2</i>	<i>Alternative 3</i>	<i>Alternative 4</i>
Capital Cost (in Million \$)	\$9.12	\$14.05	\$11.57	\$22.70
Annual O&M Cost (in Million \$)	\$2.61	\$2.68	\$1.60	\$2.46

## FINAL RECOMMENDATIONS

The primary objectives of this planning level document were to develop a preliminary course of action for KDHE and the City of Salina to achieve the proposed nutrient removal levels required in 2020 and to provide associated cost estimates in 2007 dollars. A final decision on implementation of any improvements should be deferred until 2011-2012, in order to allow for technological advances in nutrient removal from today and to retire debt. At this time, the treatment option recommended for implementation is Alternative No. 3 (BNR with Aerobic Digesters). This alternative not only has a long-term economic advantage, but overall it boasts several non-economic factors including the following:

- It meets the proposed standards.
- It allows a phased approach to plant modifications to comply with more stringent regulations in the future.
- It provides proven and reliable treatment process for the wastewater treatment facility.
- It provides more room for future expansion (LOT or capacity upgrades) on the existing land-locked site.

## TIMELINE

- 2008        Repairs to the Anaerobic Digester Complex
- 2013        Preliminary design
- 2014        Final design
- 2015-17    Construction of BNR facilities
- 2020        KDHE Surface Water Nutrient Reduction Plan requirements become effective



# CITY OF SALINA

REQUEST FOR CITY COMMISSION ACTION

DATE  
10/01/2007

TIME  
4:00 P.M.

AGENDA SECTION NO: 8	ORIGINATING DEPARTMENT:	APPROVED FOR AGENDA:
ITEM NO. 5 Page 1	CITY ATTORNEY  BY: Greg Bengtson	BY:

**ITEM: Resolution No. 07-6437**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED FROM THE CITY OF SALINA, KANSAS TO THE PURCHASER OF A GALVANIZING FACILITY FINANCED WITH CITY OF SALINA, KANSAS INDUSTRIAL REVENUE BONDS, SERIES A AND SERIES B 1999 (A-PLUS GALVANIZING, INC. PROJECT) PURSUANT TO ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS.

**BACKGROUND:**

In 1999 the City issued City of Salina, Kansas Industrial Revenue Bonds, Series A and Series B 1999 Industrial Revenue Bonds (A-Plus Galvanizing, Inc. Project) in the total sum of \$9,000,000.00. As is customary with Kansas industrial revenue bond projects, record title to the galvanizing plant and the real estate upon which it was constructed (the "Facility") was conveyed to the City and the Facility leased back to A+ Galvanizing for a term corresponding with the term of the industrial revenue bonds and for rents calculated to fund the principal and interest payments due under the industrial revenue bonds. As is also customary, the rights and obligations of the City under the industrial revenue bond issue were assigned to a bond trustee pursuant to the terms of a trust indenture. The bond trustee in this matter is The Bank of New York Trust Company, N.A. Legal counsel for the bond trustee is Mr. Terry Cupps of the Wichita law firm of Foulston Siefkin LLP.

In February of 2004, A-Plus Galvanizing filed a petition for Chapter 11 bankruptcy relief. The bond trustee and the unsecured creditors' committee in the bankruptcy proceeding recently reached a settlement with A-Plus Galvanizing, Inc., including a resolution of all claims against Mr. Paul Mai as a guarantor of the obligations under the industrial revenue bonds. The settlement called for the sale of the A-Plus Galvanizing assets, including the bond project. The creditors' committee in the bankruptcy proceeding, which in this case is made up of entirely bondholders, successfully obtained an offer to purchase the assets by AAA Industries, Inc. for the gross purchase price of \$5,555,000.00. That offer was treated as an opening bid and all other parties had until the September 26, 2007 objection deadline to submit bids. Mr. Cupps has advised the City that there is now at least one competing bidder, which prompts a "bid-off" between the vying bidders on Friday, September 28<sup>th</sup>. Consequently, the proposed resolution authorizes the Mayor to execute a special warranty deed to the purchaser referred to in the ultimate order filed by the bankruptcy court granting the Motion to Approve Sale. The successful bidder should be known by the City Commission meeting. A proposed special warranty deed to the successful bidder will be presented at that time.

**FISCAL NOTE:**

As in the case of all industrial revenue bonds (referred to as a "conduit financing"), the bonds are backed only by the rents paid under the lease of the Facility by the City to A-Plus Galvanizing, Inc. during the term of the bonds and, in this case, the personal guarantee of Mr. Paul Mai. Industrial revenue bonds are not backed by the full faith and credit of the City of Salina. Consequently, this action has no direct fiscal impact upon the City of Salina.

**COMMISSION ACTION:**

Adopt Resolution No. 07-6437.

**RESOLUTION NUMBER 07-6437**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED FROM THE CITY OF SALINA, KANSAS TO THE PURCHASER OF A GALVANIZING FACILITY FINANCED WITH CITY OF SALINA, KANSAS INDUSTRIAL REVENUE BONDS, SERIES A AND SERIES B 1999 (A-PLUS GALVANIZING, INC. PROJECT) PURSUANT TO ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS.**

**BE IT RESOLVED** by the Governing Body of the city of Salina, Kansas:

**Section 1.** That the Mayor is hereby authorized to execute a Special Warranty Deed from the City of Salina to the purchaser of a galvanizing facility financed with the City of Salina, Kansas Industrial Revenue Bonds, Series A and Series B 1999 (A-Plus Galvanizing, Inc. Project.) pursuant to order of the United States Bankruptcy Court for the District of Kansas.

**Section 2.** That the City's legal counsel is hereby directed to deliver the executed Special Warranty Deed to legal counsel for the City's bond trustee.

**Section 3.** That this resolution shall be in full force and effect from and after its adoption.

Adopted by the Board of Commissioners and signed by the Mayor this 1<sup>st</sup> day of October, 2007.

Alan E. Jilka, Mayor

[SEAL]

ATTEST:

Lieu Ann Elsey, CMC, City Clerk